



Charlotte County Purchasing Division  
18500 Murdock Circle, Suite 344  
Port Charlotte, Florida 33948-1094

Phone 941.743.1378  
Fax 941.743.1384

## NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BIDS  
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed bids at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

**BID NO. 2019000582**  
**WATER AND WASTEWATER CHEMICALS - ANNUAL**

This is an annual contract for the purchase of water and wastewater chemicals to be utilized by the Utilities Department.

**PRE-BID CONFERENCE: 2:00 p.m. (EST) AUGUST 20, 2019**  
**PURCHASING DIVISION CONFERENCE ROOM**

**BID OPENING: 2:00 p.m., (EST), AUGUST 28, 2019**  
**PURCHASING DIVISION CONFERENCE ROOM**

Bid Documents may be obtained by accessing the Charlotte County Purchasing Division's website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", document number 195822. Any questions can be answered by contacting Cheri Alexander, C.P.M., CPPB, Senior Contract Specialist at 941.743.1548 or email: [Cheri.Alexander@CharlotteCountyFl.gov](mailto:Cheri.Alexander@CharlotteCountyFl.gov).

Notice of Availability  
Posted: August 14, 2019



Charlotte County Purchasing Division  
18500 Murdock Circle, Suite 344  
Port Charlotte, Florida 33948-1094

Phone 941.743.1378  
Fax 941.743.1384

### STATEMENT OF NO BID

If you **do not** intend to bid on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Charlotte County Vendors' list for this commodity/service.

We the undersigned, have declined to bid on requested commodity/service **Bid #2019000582, WATER AND WASTEWATER CHEMICALS - ANNUAL**, for the following reason(s):

- \_\_\_\_\_ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- \_\_\_\_\_ Insufficient time to respond to the Invitation to Bid.
- \_\_\_\_\_ We do not offer this product or service.
- \_\_\_\_\_ Our schedule would not permit us to perform.
- \_\_\_\_\_ Unable to meet bond/insurance requirements.
- \_\_\_\_\_ Unable to meet specifications.
- \_\_\_\_\_ Specifications are unclear (explain below).
- \_\_\_\_\_ Remove us from your vendors' list for this commodity/service.
- \_\_\_\_\_ Other (specify below).

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person (typed or printed): \_\_\_\_\_

Contact Person Signature: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Note:** Statement of No Bid may be emailed to [Cheri.Alexander@CharlotteCountyFL.gov](mailto:Cheri.Alexander@CharlotteCountyFL.gov) or faxed in to the Purchasing Division at 941.743.1384.

**TABLE OF CONTENTS**  
**WATER AND WASTEWATER CHEMICALS - ANNUAL**  
**BID NO. 2019000582**

<b>Notice of Availability</b>	<b>1</b>
<b>"No Bid" Response Page</b>	<b>2</b>
<b>Table of Contents</b>	<b>3</b>
<b>INSTRUCTIONS TO BIDDERS</b>	<b>4-8</b>
<b>TECHNICAL SPECIFICATIONS &amp; CONDITIONS</b>	<b>9-21</b>
<b>INSURANCE REQUIREMENTS</b>	<b>22-23</b>
<b>SAFETY AND HEALTH REQUIREMENTS</b>	<b>24-25</b>
<b>BID FORM</b>	<b>26-30</b>

**INSTRUCTIONS TO BIDDERS  
WATER AND WASTEWATER CHEMICALS - ANNUAL  
BID NO. 2019000582**

**IB-01 QUALIFICATIONS OF BIDDERS:** It is the intent of the County to award this contract to the lowest responsible bidder, qualified by experience and solvency, with proven reliability and the ability to supply all items within a reasonable time frame acceptable to Charlotte County. Bidder may be required to supply information in writing at the request and discretion of the County prior to award of bids, in order to verify above requirements.

**IB-02 GENDER DESIGNATION:** The County and the Contractor are treated throughout these Documents as if each were of the singular number and masculine gender.

**IB-03 EXAMINATION OF DOCUMENTS:**

A. Prior to the submission of a bid form, bidders shall carefully examine the bid package including the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Insurance Requirements, and all other related bid documents, including all modifications thereof, incorporated in the bid package.

B. Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) [calendar](#) days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

C. Interpretations of any of the bid documents made will be in the form of a written addendum to the documents, which will be posted on the purchasing website. Receipt of any addenda by each bidder must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming a part of the contract. No oral explanations shall be binding. The County will attempt to notify all prospective bidders of addenda issued to the bidding documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to determine if addenda were issued, acknowledging and incorporating it into their bid.

**IB-04 PREPARATION AND SUBMISSION OF BID FORM REQUIREMENTS:**

A. Bids shall be submitted on the bid form supplied by the County, or duplication thereof and attached thereto, or as otherwise specified. Bidders shall indicate the number of calendar days required for delivery and acknowledge receipt of any addenda received during the bid period.

Each bid must give the full business address of the bidder and state whether bidder is an individual, corporation or partnership. Bid Forms by a corporation must be signed in the name of the corporation, followed by the original signature and designation of the officer or other person authorized to bind the corporation.

Bid Forms by partnerships shall show the names of all partners. The partnership title shall be followed by the original signature of each partner.

Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid Forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the County.

Bid documents and forms shall be submitted sealed, and the envelope/package clearly marked with the Bid Number and the Name and Business Address of the individual/firm submitting the bid. Bids postmarked prior to said time and date but not received shall **not** be considered and will be returned to bidder unopened.

B. Bid Guarantee - The bid form shall be signed where indicated guaranteeing that the bidder will not withdraw his bid for a period of 60 days after the scheduled time of opening of bids.

**IB-05 WITHDRAWAL OF BIDS:** Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

**IB-06 BID TABULATIONS:** In accordance with Florida Statutes, Section 119(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. [119.07](#)(1) and s. 24(a), Art. I of the State

Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Those bidders interested in receiving a copy of the results of this bid once they are released may do so by visiting our website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", Document Number 195824. No information regarding the submittal will be divulged over the telephone.

**IB-07 RESERVED RIGHTS:** The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission of bids. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received the first submission date may be rejected by the County depending on available competition and timely needs of the County.

**IB-08 FORM OF CONTRACT:** The submitted Bid Form signed by the Bidder, together with the complete bid package furnished by the County, shall constitute a binding contract. The Bidder shall be required to perform according to the Bidder's submitted Bid Form and the County's bid package when a purchase order, signed by the Senior Division Manager - Purchasing or his/her designee, is transmitted to the Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the Bidder to forfeiture of the bid bond or other posted security and other possible penalties.

**IB-09 NOTICE TO PROCEED/DELIVERY:** After award of bid, a purchase order shall be issued bearing the terms of delivery. Upon receipt of purchase order, successful bidder shall acknowledge receipt of same by either fax or mail, and shall commence prosecution of order so that the agreed upon delivery date will be satisfied.

**IB-10 PAYMENT:** Request for payment must be submitted to the Charlotte County Purchasing Division on a form approved by the County. Price shall be net and all invoices payable according to the Local Government Prompt Payment Act (F.S.218.74).

**IB-11 PERFORMANCE EVALUATION:** At the end of the contract, the receiving department will evaluate the successful bidder's performance. This evaluation will become public record.

**IB-12 ARITHMETIC DISCREPANCIES:**

A. For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bid forms as submitted by bidders:

1. Obviously misplaced decimal points will be corrected.
2. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
3. Apparent errors in addition of lump sum and extended prices will be corrected.

B. For the purpose of bid evaluation, the County will proceed on the assumption that the bidder intends his bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above, and the bid will be so reflected on the tabulation of bids.

**IB-13 DESCRIPTIVE INFORMATION:** Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by the contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make a substitution to the specifications, the bidder shall furnish to the County the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution, and such substitution shall be subject to County approval. Substitutions shall be approved only if determined by the County to be equivalent to the specifications. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County.

Specified items bid shall be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, or appropriate attachments.

**IB-14 QUALITY GUARANTEE:** If any product delivered does not meet applicable specifications, or if the product will not produce the effect that the successful bidder represents to the County, the successful bidder shall pick up the product from the County at no expense to the County. Also, the successful bidder shall refund to Charlotte County any money which has been paid for same. The successful bidder will be responsible for reasonable County attorney fees expended to obtain compliance with this provision in the event the successful bidder defaults under this provision.

**IB-15 REGULATIONS:**

A. It shall be the responsibility of each supplier to assure compliance with any OSHA, EPA, and/or other Federal or State of Florida rules, regulations or other requirements, as each may apply.

B. Bidder must be authorized to transact business and be properly licensed in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Charlotte County will apply to any resulting contract.

**IB-16 CODE OF ETHICS:** With respect to this bid, if any bidder violates or is a party to a violation of the State of Florida/Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for Charlotte County.

**IB-17 COLLUSION:** By offering a submission to this invitation for bid, the bidder certifies the bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this bid:

- any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- no person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

**IB-18 SOURCE OF SUPPLY AND SUBCONTRACTORS:** Bidders are to complete the attached Source of Supply and Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval.

**IB-19 DRUG FREE WORKPLACE FORM:** It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the bid form. In the event of a tie bid, the presence of a valid and accurate form may be used as a basis for awarding the contract.

**IB-20 PUBLIC ENTITY CRIMES:** In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

**IB-21 CANCELLATION/TERMINATION OF CONTRACT:** The County shall have the right to cancel, terminate or suspend the contract, in whole or in part, by providing the Contractor 30 days written notice by certified mail.

It is expressly understood by the County and the Contractor that funding for any successive fiscal years of the contract is contingent upon appropriation of monies by the Charlotte County Board of County Commissioners. In the event that funds

are not available or are not appropriated, the County reserves the right to terminate the contract. The County will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.

Pursuant to Section 287.135(3)(a)4 of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement valued at \$1,000,000 or more if the Contractor is found to have submitted a false certification, has been placed on the *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or has been engaged in business operations in Cuba or Syria or a boycott of Israel.

Pursuant to Section 287.135(3)(b) of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement in any amount if the Contractor is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

**IB-22 INDEMNIFY:** After notification of award, the successful bidder shall indemnify and hold harmless the County, its officers, employees, agents and volunteers, from action, including any court costs or attorneys' fees arising from, or as a result of, any act or omission by bidder, its officers, employees, licensees, invitees, contractors, agents or assignees, in the performance of the services and/or the delivery of goods for which the resulting agreement was entered into. Bidder agrees that the first ten dollars (\$10.00) of compensation received under the resulting agreement represents specific consideration for the indemnification obligation. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

**IB-23 TAXES:** The Contractor shall assume liability for Local, State, or Federal Tax that is applicable to the work.

**IB-24 ASSIGNMENT:** This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without the prior written consent of the County.

**IB-25 EQUAL EMPLOYMENT OPPORTUNITY:** Charlotte County, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All bidders are hereby notified that the successful bidder (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through the contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate the contract upon receipt of evidence of discrimination.

**IB-26 EMPLOYEE BACKGROUND CHECK:** If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

**IB-27 CONTRACTS PUBLIC RECORDS:** Pursuant to Section 119.0701 of the Florida Statutes, Contractors performing government functions on behalf of the County must: a) keep and maintain public records associated with the contracted project; b) provide the public with access to public records pursuant to the terms of Chapter 119 of the Florida Statutes; c)

ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law; and d) meet all requirements for retaining public records, transfer at no cost to the County all public records in their possession upon termination of the contract, and destroy any duplicate public records that are confidential and exempt.

**TECHNICAL SPECIFICATIONS & CONDITIONS  
WATER AND WASTEWATER CHEMICALS - ANNUAL  
BID NO. 2019000582**

**TS-01 PURPOSE:** It is the intent of Charlotte County (hereinafter referred to as County) to purchase water and wastewater treatment chemicals on an as required basis. Chemicals shall be primarily utilized by the Utilities Department (hereinafter referred to as Utilities) and shall be delivered to various job sites within the County. Any water or wastewater system that Utilities acquires through contract operations or direct purchase shall receive the same price structure.

Name Brand specifications are offered as a guide only, and not a competitive limiting device. Other manufacturers (bidders of similar specified items) are encouraged to submit competitive bids. The County will accept an equivalent or better for all items listed. Equivalentents are subject to verification by County prior to acceptance of same.

For purposes of this Bid, the term "bidder" shall be defined as the company submitting the proposal and shall include all subsidiaries, affiliates, and subcontractors. As such, any requested documentation shall apply to all subsidiaries and affiliated companies as well as any subcontractors. In the event that a company is using a subcontractor to either manufacture or deliver the product, the requested items (e.g., references, terminations, and safety incidents) shall apply to the subcontractor as well.

**TS-02 STANDARDS:** It shall be the responsibility of each supplier to assure compliance with any Occupational Safety and Health Administration, (OSHA), Environmental Protection Agency (EPA), National Safety Foundation International (NSF) and other Federal, State, and/or Local rules, regulations, or other requirements, as each may apply. Where AWWA Standards are applicable to any chemical listed herein, the same shall be in compliance with the latest revisions thereof. Florida Statutes, Chapter 442 Right-To-Know Law, mandates on-site Material Safety Data Sheets (MSDS) for all toxic substances. All bidders are required to submit MSDS with their Bid Forms.

**TS-03 BID PRICES/TERMS OF CONTRACT:** The contract resulting from this bid request shall be valid from October 1, 2019 through and including September 30, 2020. If mutually agreed, this contract may be extended annually for up to two (2) additional one-year terms, at the same prices, terms and conditions.

Bidders shall bid unit prices, F.O.B. destination. These prices shall be considered firm for the duration of the contract and will be used for payment, including transportation, labor, equipment, and incidentals used in delivering supplies and materials to the point of delivery.

Storage tanks, when required for materials offered under this bid, shall be furnished by the successful bidder(s), on a no-cost-to-buyer loan basis. Charlotte County shall not pay a cylinder or container fee for late returns.

Estimated quantities are provided as a courtesy, cannot be guaranteed, and are not meant to imply actual quantities to be purchased. The County will not knowingly disclose an estimate disproportionate to what is anticipated or expected to be needed within a twelve-month period. Current contract prices can be obtained by accessing the Charlotte County Purchasing Division's website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", Search History. Historical searches can only be executed by keying in all or part of the project title. The previous Contract number for this project is 16-409 and is entitled "WATER AND WASTEWATER CHEMICALS - ANNUAL".

**TS-04 DELIVERY:** Successful bidder(s) shall be strictly held to delivery date. In the event chemicals are not delivered by date specified, the County reserves the right to withdraw from contracts of purchase, and either award to the next lowest bidder or re-bid the specific product.

All deliveries shall be made between 7:00 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays, unless otherwise agreed by the receiving department prior to attempting to make a delivery. No additional delivery charges may be imposed for additional delivery attempts resulting from the successful bidders' failure to make contact with the representative at delivery site. Bulk deliveries require two (2) hours' notice of arrival from the supplier prior to delivery.

Successful bidder(s) is advised to visit each delivery point without inconvenience to the County, to assure that his equipment is compatible with the County's unloading and storage facilities. Bidders shall indicate on the Bid Form their methods for off-loading the chemical at each location (example: pallet of chemical by use of a pallet jack or forklift). Such methods must be made known in advance as the County wishes to contract with suppliers that have safe, efficient techniques for off-loading established. It is the successful bidders' full responsibility to off-load all deliveries and place in County storage facilities.

Certified weight tickets are required for each delivery. Successful bidder(s) will assure separate delivery tickets for each delivery and will obtain authorized signatures from County's employees. At least one (1) copy of the delivery ticket and corresponding weight ticket shall be left with County Employee on each delivery.

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Contractor and shall be clean and free from contaminating material. The County may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a County approved, leak-free connection device between the trailer and the County's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, the County will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the County's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Each individual requirement will be covered by a Purchase Order. Separate invoicing reflecting Purchase Order Numbers will be required. Should successful bidder(s) become unable to perform due to breakdown, product scheduling, lack of product or equipment, County may, as needed, purchase from other sources. The successful bidder(s) shall be held liable for the difference of cost between awarded price and cost of the required purchase from another source. Deliveries shall be made in tank truckloads as called for in these specifications. Chemicals shall be delivered to the following various locations throughout the County: **(Sites marked with an asterisk (\*) are not accessible with a large tanker and shall have delivery made by a truck no longer than 26 feet in length.**

\*Gulf Cove Water Booster Station # 3  
12050 Van Lenten Blvd (Gillot & Van Lenten)  
Port Charlotte, Florida 33953

\*Walenda Reclaimed Water Booster Station  
7180 Walenda Avenue  
Port Charlotte, FL 33953

\*Walenda Water Booster Station #4  
3560 Haitian Road  
Port Charlotte, Florida 33954

Angol Lift Station #321  
Angol Street  
Punta Gorda, FL 33983

Leachate Treatment Plant  
29751 Zemel Road  
Punta Gorda, FL 33955

Tee View Lift Station # 857  
Tee View Road & Tee view Terrace  
Rotonda, Florida 33947

East Port Reclamation Facility  
3100 Loveland Boulevard  
Port Charlotte, Florida 33980

Rotonda Water Booster Station #6  
46 Parade Circle  
Rotonda, Florida 33946

Rotonda Wastewater Plant  
3740 Kendall Road  
Rotonda West, FL 33947

\*Ingraham Injection Station #7  
14276 Ingraham Boulevard  
Port Charlotte, FL 33981

West Port Wastewater Plant  
15005 Cattedock Point Road  
Port Charlotte, FL 33981

Utilities Service Center  
25550 Harborview Road  
Port Charlotte, FL 33953

Burnt Store Wastewater Plant  
17430 Burnt Store Road  
Punta Gorda, Florida 33950

Burnt Store Reverse Osmosis Plant  
17430 Burnt Store Road  
Punta Gorda, Florida 33950

\*Eagle Street Reclaimed Water Booster Station  
Lorenzo Avenue & Eagle Street  
Port Charlotte, FL 33952

\*Golf Course Water Booster Station #2  
22339 Glen Eagles Drive  
Port Charlotte, Florida 33952

Myakka Booster Station  
4070 Railroad Avenue  
Port Charlotte, FL 33953

Successful bidder(s) must make deliveries within 96 hours after notification. If the successful bidder(s) cannot meet the requirements, the County shall purchase from another source until successful bidder(s) is able to meet the requirements. Successful bidder(s) shall be responsible for the difference of any costs incurred as a result.

**TS-05 IDENTIFICATION:** Each shipment shall exhibit a form of identification. Shipments shall be marked legibly with net weight of contents, manufacturer name, and brand name. Failure to comply may result in rejection of shipment at no cost to the County.

**TS-06 SAFETY MEASURES:** The successful bidder(s) shall provide an appropriate safe handling training course, within the first three (3) months of the contract, to all current Charlotte County user department personnel. Successful bidder(s) shall be available to conduct "refresher" courses or new employee training at six-month intervals throughout the duration of the contract.

Bidder(s) shall assure the County that each delivery truck will have the following (exceptions to these provisions must be noted on Bid Forms):

- A capable CDL licensed driver trained to properly handle chemical shipments and use and operation of equipment (if applicable).
- Self-Contained Breathing Apparatus (SCBA) (if applicable).
- Repair Kits for use on a 1-ton and/or 150-pound cylinder (if applicable).

Successful bidder(s) guarantees that when, in the opinion of the County, an emergency condition exists, trained emergency crew(s) and proper equipment will be immediately available on a 24-hour basis if the County places a telephone call to the number provided by the successful bidder(s).

Bidder(s) shall supply, in writing, an emergency spill response plan with emergency response personnel names and contact telephone numbers and 24-hour contact numbers. Emergency Response Plans must be detailed and proficient. Bidder(s) shall supply in writing, an updated Emergency Response Plan, at least once per year at the time of contract renewal. The County reserves the right to reject bidder(s) who fail to submit a comprehensive, emergency-spill response plan.

Proper spill response notifications procedure along with any forms as required by all local, state or federal regulatory agencies shall be supplied by the successful bidder(s) and any subcontracted delivery companies. This requirement in no way relieves the successful bidder(s) of his responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the successful bidder(s) shall provide the necessary personnel to respond to and work with the Charlotte County Fire/Rescue or designated Hazardous Materials Response Team. The successful bidder(s) shall manage and oversee "After Event" clean-up efforts. Should a spill or leak caused by successful bidders' personnel, equipment, or method of delivery occur, successful bidder(s) shall immediately comply with all applicable terms and conditions of the Reauthorization Act of 1986, 42 USCG 11001, et. seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988, Chapter 252, Part II, Florida State Statutes. The responsibility of compliance with Federal, State, and/or County Rules and Regulations regarding vendor caused spills or releases shall rest with the successful bidder(s). Successful bidder(s) agrees to hold Charlotte County harmless for failure to properly report and/or comply with this provision.

**TS-07 CALCIUM HYPOCHLORITE 65%:** Calcium hypochlorite is used for the treatment of municipal water and wastewater, and shall be supplied in accordance with AWWA Standard B300-92 with the following specifics and additions:

- Chlorine shall be delivered in 100-pound sealed drums or palletized with six (6) drums per pallet. Pallets must consist of wooden slates on top and bottom and are to be loaded to 600 pounds per pallet. All pallets are to be

protected with shrink-wrap plastic when shipped to the County. Broken drums will not be accepted. Palletizing, shrink wraps, and associated labor involved in packing and delivery is considered incidental to the price of a palletized product. Therefore, costs involved with packaging and delivery of palletized products are to be included in the bid price as there will be no separate pay item for same.

- All granular chlorine shipping containers shall conform to applicable regulations of the Interstate Commerce Commission.
- The chemical must be white, free flowing, granular solid with a chlorinous odor. Chemical formula -  $\text{Ca}(\text{OCl}_2)$  with a specific gravity of 0.98%. Affidavits of compliance to AWWA Standard B300-92 regarding Calcium Hypochlorite Chlorine is required.

Should samples be required for bid evaluation, Bidders will be required to furnish one (1) 100-pound sealed drum, as designated by the County, at no charge.

**TS-08 SULFURIC ACID 93%:** All Sulfuric Acid 93%  $\pm$  1% shall be delivered in quantities of at least 200 gallons with a maximum of 1000 gallons, per delivery, at the Burnt Store RO Plant. All products shall meet NSF-60 requirements as appropriate. This chemical is intended specifically for use to lower the pH of well water prior to reverse osmosis water treatment systems.

- shall contain no more than 17ppm in Low Iron RO Grade Sulfuric Acid ( $\text{H}_2\text{SO}_4$ )
- provide a certification of the analysis of the load being delivered at the time of delivery
- provide a complete breakdown of the conversion formula required for liquid gallons to pounds
- provide MSDS documentation with the bid
- each load shall be accompanied by a certified weight ticket
- all costs incidental to delivery and off-loading of chemicals shall be included in bid price
- any deliveries not meeting chemical quality, regulatory, safety or delivery requirements shall be returned at no cost to County and shall be re-shipped and/or re-delivered by Supplier within 48 hours of the original unacceptable delivery
- supplier shall provide at the time of delivery a dated receipt, signed by the driver, identifying product and quantity
- receipts shall be signed by the on-site County personnel at the time of delivery and a copy of the receipt presented to him/her
- no delivery shall be made when a County representative is not on-site
- payment will not be made until defects are corrected and the Sulfuric Acid re-inspected and accepted
- provide certification of National Sanitation Foundation (NSF) NSF 60 registration and compliance
- Affidavit of Compliance to AWWA Standards regarding Sulfuric Acid is required

The Sulfuric Acid supplied under this specification shall contain no substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water that has been treated with it. Transport of the Sulfuric Acid shall conform to all applicable Federal, State, and local laws and regulations.

**TS-09 PHOSPHORIC ACID 75%:** All Phosphoric Acid 75% shall be delivered in 55-gallon poly drums. The chemical must be a viscous, colorless to straw-colored and odorless liquid with a specific gravity of 1.573% and a bulk density of 13.1 pounds per gallon with a chemical formula  $\text{H}_3\text{PO}_4$ . It does not need to be approved for drinking.

All Chemical shipping containers shall be in compliance with the regulations of the Interstate Commerce Commission.

**TS-10 SODIUM HYDROXIDE SOLUTION NaOH & 50% (Caustic Soda):** Sodium Hydroxide (Caustic Soda) is used in water treatment systems and wet scrubber odor control type systems. This chemical is intended specifically for use in the manipulation of pH for stability purposes in water treatment systems and wet scrubber odor-control systems. All specifications are to be in accordance with AWWA Standard B501-93 with the following specifics and additions:

- Caustic Soda 50% shall be available in bulk deliveries in quantities of at least 200 gallons and a maximum of 1000 gallons per delivery to the Burnt Store Reverse Osmosis Plant location. Only liquid 50% solution is required at this location. All products shall meet NSF-60 or 61 requirements as appropriate. The estimated quantities for this item are one (1) delivery per year of 1000-2000 gallons per delivery.
- The Caustic Soda supplied under this specification shall contain no substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water that has been treated with it. Transport of the Caustic Soda shall conform to all applicable Federal, State, and local laws and regulations.

Should samples be required for bid evaluation, Bidders will be required to deliver 100 gallons to the County at a pre-determined site at no charge to the County for testing of product prior to awarding the bid.

**TS-11 SODIUM HYPOCHLORITE SOLUTION NaOC<sub>l</sub> 12% (Chlorine Bleach):** Sodium Hypochlorite (Chlorine Bleach) is used in water and wastewater treatment facilities. All specifications are to be in accordance with AWWA Standard B300-04 regarding Sodium Hypochlorite with the following specifics and additions: Sodium Hypochlorite (Chlorine Bleach) shall be available for bulk delivery in quantities of at least 1800 gallons with a maximum of 4200 gallons, per delivery, at the East Port Facility. Quantities of 1500 gallons or less may be delivered to other Utilities water and wastewater treatment facilities as required.

Each prospective bidder shall submit a 1500 ml “chilled” sample of their product representative of their manufacturing process to one of the approved testing laboratories listed below for analysis.

NovaChem Laboratories (formerly Novatek)  
5172 College Corner Pike (PO Box 608)  
Oxford, Ohio 45056  
Ph: 513-523-3605  
Fax: 513-523-4025

Thornton Laboratories  
1145 East Cass Street  
Tampa, Florida 33602  
Ph: 813-223-9702  
Fax: 813-223-9332

Envirodyne, Inc.  
4805 N.W. 2<sup>nd</sup> Avenue  
Boca Raton, Florida 33431  
Ph. 800-713-7737

KSA Environmental Laboratory, Inc.  
10200 USA Today Way  
Miramar, Florida 33025

Note: Concentration testing for iron and transition metal ions for nickel and copper in sodium hypochlorite is a difficult test and requires high levels of knowledge and experience for accurate and repetitive test results.

Sampling and testing shall be in accordance with EPA and AWWA B300-04 standards and in accordance with the documents titled: “*The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach*” and “*Suspended Solids Quality Test for Bleach Using Vacuum Filtration*”, distributed by Powell Fabrication and Manufacturing, Inc. Should Bidder request to use another laboratory, that laboratory must be certified by the National Environmental Laboratory Accreditation Conference (NELAC) and must be able to meet the following Minimum Detection Limits (MDL): (1) Metals .02 mg/L; (2) Bromate .1 mg/L; (3) Chlorate 20 mg/L; (4) Perchlorate 20 mg/L and (5) Chlorine/Excess Caustic 0.1%. Bidder shall provide proof of current NELAC certification and laboratory analysis shall specify the MDL if a non-approved laboratory is used.

The laboratory shall ascertain whether the bidder’s product is in compliance with this specification for available chlorine, 12% sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, perchlorate, bromate and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by bidder. Failure to submit a sample or meet the requirements of the Specification may result in rejection of bid. Bidders are to submit results of the sample tests with their bid.

Further, County reserves the right to take samples from bidder’s other customers to ensure that the bidder’s sample and delivery equipment is in compliance with all the requirements of this specification and such a sample shall be judged representative of the bidder’s quality. In such event, County shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of this specification may result in rejection of bid.

Each prospective bidder shall submit a list of at least three (3) references to include phone numbers that use or have used its sodium hypochlorite for water or wastewater treatment in the past two (2) years. The reference list shall list actual users at the water and wastewater plants along with purchasing agents. Additionally, each bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality or service issues for any product it supplies over the past five (5) years. The bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, and National Response Center Notifications (“safety incidents”) for all chemicals it delivers or manufacturers for the past five (5) years. Failure to disclose references, terminations or safety incidents may result in rejection of bid. For purposes of this bid, the term “Bidder” shall be defined as the company submitting the proposal and shall include all subsidiaries, affiliates, and subcontractors. As such, any requested documentation shall apply to all subsidiaries and affiliated companies as well as any subcontractors and all of its manufacturing or delivery points. In the event that a company is using a subcontractor to either manufacture or deliver the product, the requested items (e.g., references, terminations, and safety incidents) shall apply to the subcontractor as well.

At the sole discretion of the County, the Contractor's delivery personnel (driver) may be asked to collect a sample of hypochlorite before the shipment is unloaded. In this case, the County will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to the County. The sample shall be considered representative of the lot.

The County reserves the right to subject samples of the hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by the County that fails to comply with the specifications shall constitute grounds for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The Contractor or its subcontractors shall allow 45 minutes for this testing to be completed. If testing cannot be completed within the 45-minute period, the County shall allow the Contractor to unload the shipment.

Hypochlorite supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

It is the responsibility of the supplier to inform the County that NSF certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient ground for immediate termination of the contract between County and Contractor.

Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent to 10.85 percent sodium hypochlorite by weight. Product shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment.

Hypochlorite delivered under this contract shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.4 weight percent sodium hydroxide.

Hypochlorite delivered under this contract shall meet the following containment concentration limits:

Iron	< 0.3 mg/L
Copper	< 0.03 mg/L
Nickel	< 0.03 mg/L
Chlorate	< 2,000 mg/L
Bromate	< 20 mg/L
Filter Test Time	<3 minutes
Perchlorate	<20 mg/L

The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the product.

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Contractor and shall be clean and free from contaminating material.

The County may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a County approved, leak-free connection device between the trailer and the County's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, the County will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the County's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill. The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than three (3) minutes for 1000 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" Method developed by Novatek.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

**Delivery Reports:** A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery to the County. The report shall contain the following data:

- date and time of manufacture
- percent by weight
- sodium hypochlorite
- excess sodium hydroxide
- specific gravity (referenced to a temperature)
- suspended solids test time

No deliveries will be accepted by the County unless accompanied by said certified laboratory report for the specific batch of sodium hypochlorite delivered showing the above data and that it conforms to the required specifications.

**Quarterly Reports:** At the start of the contract and every 90 days, the Contractor shall utilize an outside testing agency acceptable to both the County and the Contractor to analyze a sample of the sodium hypochlorite delivered to the County. The Contractor shall supply the sample container and the driver shall collect the sample from the tank truck. This sample will be given to the County at the time of the sampling and the County will forward the sample to the approved authorized testing agency. Any failure to comply with the specifications shall constitute grounds for cancellation of the contract between County and Contractor.

The County reserves the right to subject samples of the hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by the County that fails to comply with the specifications shall constitute grounds for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The Contractor or its subcontractors shall allow 45 minutes for this testing to be completed. If testing cannot be completed within the 45-minute period, the County shall allow the Contractor to unload the shipment.

Charges for the manufacturers certified report and all quarterly reports by outside testing agencies should be included in the bid price.

Should samples be required for bid evaluation, Bidders will be required to deliver 100 gallons to the County at a predetermined site at no charge to the County.

**TS-12 HYDROGEN PEROXIDE (Liquid H<sub>2</sub>O<sub>2</sub>):** To be a stabilized 50% solution, complete miscible with water or sewage, with the following chemical and physical properties:

Active Oxygen	23.5%
Specific Gravity	1.196 A 20°C
Density	9.98 lbs./gal. @ 20°C
Freezing Point	-52°C
Solubility	∞

A. Deliveries shall be made by trucks equipped with state certified printing meters. Printed meter tickets reflecting the amount of chemical delivered shall be submitted to the County.

B. At each of the two (2) lift station sites, #26 Hopkins and #857 Tee View equipment is to be furnished as follows:

1. Liquid Feeder System (Contractor responsibility)

a. MS-2000 Series – NEMA 4 totally enclosed system, HOA, wired for 110-volt. System shall contain two (2) electronic diaphragm pumps (Pulsafeeder series E), a 24-hour timer, calibration cylinder exhaust fan and related 3/8" 316 stainless steel piping, valves and appurtenances. System shall also contain anti-siphon/back pressure regulator, and be designed with leak containment.

b. Pumps - Provide two (2) electronic diaphragm pumps with an output range of at least 0.2 to 2.5 gph and a discharge pressure of 100 psi. Pumps shall be skid-mounted, portable, and capable of easy removal and transport. Piping shall include antisiphon valve, backflow presenter, and pressure gauge. Each pump shall be wired for 110V AC/5 AMP and provided with a separate operational control system. All wiring and electrical work shall be performed in accordance with the National Electrical Code. All motors and controls shall be rated for outdoor use and enclosed in adequately rated NEMA enclosures. The pump operation shall be automatic, based on operation of the lift station pumps. One (1) of the two (2) chemical pumps shall also be wired for timer operation.

c. Storage Tanks - capacities required for each lift station site are: #26 Hopkins - 500 gallons; #302 Mauritania - 500 gallons; #322 Rio de Janeiro - 1,100 gallons; and #857 Tee View - 500 gallons. Tanks shall be double wall constructed of polyethylene with special UV light stabilizers and no titanium or carbon based pigments (Phillips resin or eg.). High purity aluminum (5254) may also be used. Tanks are to be equipped with two-inch stainless steel fill line, aluminum quick connects, and a 16-inch minimum combined man-way and vent. Tanks to be rated for minimum 10 lbs/gallon density.

d. Tank Level – Ultrasonic transducer with LED display.

e. Piping, Valves, and Fittings - All materials shall be stainless steel with Teflon or Viton seals and O-rings. Vented ball valves are required to prevent internal pressure buildup. Pressure relief valves shall be used in lines where H<sub>2</sub>O<sub>2</sub> could be trapped.

2. Equipment Maintenance - The Contractor shall maintain all the H<sub>2</sub>O<sub>2</sub> storage and dosing equipment. Major and preventative maintenance shall be carried out on an on-going basis.

3. Emergency Response - Should an emergency exist at the pump station where the Contractor's equipment is in operation, the Contractor shall be notified by the Utility. In such an instance, the Contractor shall immediately take all necessary actions to help resolve the situation.

4. Safety Training - After the feeding equipment is in place, the Contractor shall hold a safety training session for the personnel designated by the Utility. The Contractor shall also conduct additional safety training of new personnel introduced into the work area on an as-needed basis. Safety equipment and training services shall meet all State and Federal government requirements.

C. Miscellaneous services as follows:

1. General - The Contractor shall be responsible for providing initial sulfide monitoring at sites determined by the Utility. Based on the results of the monitoring program, the Contractor may be asked to install feeding equipment and begin chemical feeding. After the feeding begins, the Contractor shall provide miscellaneous services as listed under the above #2. Equipment Maintenance.

2. Initial Sulfide Monitoring - Upon authorization by the County, the Contractor shall conduct an initial sulfide survey in the wetwell of the pump station in question and its' associated tributary area and the discharge forcemain.

Wetwell monitoring shall consist of measurement of hydrogen sulfide (H<sub>2</sub>S) gas in the air, and the total sulfide concentration in the wastewater. Wetwell monitoring shall be performed for a minimum five-day period with total sulfide measurements taken every three (3) hours between 8:00 a.m. and 5:00 p.m. Total sulfide measurement will be performed at a minimum of two (2) and a maximum of four (4) selected locations in the tributary area of the pump station. At each location, a minimum of four (4) total measurements will be made on a daily basis for a 5-day period.

Total sulfide measurements will also be performed at the discharge end of the pump station forcemain with a minimum 5-day monitoring and H<sub>2</sub>S measurements every three (3) hours between 8:00 a.m. and 5:00 p.m. The results of the Initial Sulfide Monitoring Program will be submitted to the Utility. The report shall summarize the results of the monitoring program and discuss the significance of the monitored parameters. Should sulfide control be necessary, the report shall recommend the dosing level for H<sub>2</sub>O<sub>2</sub> addition, predict the % reduction in the sulfide level, and make recommendation for dry or liquid chemical feed.

Automated sampling equipment may be utilized in place of grab sampling. All samples collected will be analysis for parameters listed below:

**PARAMETER**

Hydrogen sulfide, mg/l	Method 4500-S2-D as described in Standard Methods for the Analysis of Water and Wastewater, 21 <sup>st</sup> Edition
Residual H <sub>2</sub> O <sub>2</sub>	H <sub>2</sub> O <sub>2</sub> Residual as mg/L, Merck Quantofix Strips
Hydrogen sulfide in air, ppm	MSA mini-responder, or equal
Wastewater Temperature	NBS calibrated thermometer
pH	HACH portable meter, or equal

3. Equipment Installation, Start-Up, and Optimization - Equipment installation and start-up are the responsibility of the Contractor. Dosing levels are to be established that will provide the required level of sulfide control as discussed in the Initial Sulfide Monitoring Report.

4. Monthly Monitoring, Optimization, and Data Analysis - The initial sulfide survey cannot represent the changing conditions due to the seasonal variations or process changes within the system. Monthly monitoring and sulfide profiling provide the data necessary to adjust dosing levels to assure optimum H<sub>2</sub>S control at minimum chemical costs. The Contractor shall monitor the Utility's system weekly by collecting data to determine H<sub>2</sub>S levels, wastewater temperature, flow, pH, and residual peroxide. This data shall be evaluated and monthly reports charting trends and showing control levels shall be prepared and submitted to the County. Recommended changes in peroxide dosing rates to control changing conditions shall also be provided to the County.

After jointly reviewing the monthly monitoring data with County staff, the Contractor shall make the required chemical feed dosing changes to insure that the system optimization is being achieved.

**TS-13 ANTI-SCALANT:** Anti-scalant is a food grade aqueous anionic polyelectrolyte solution for use in reverse osmosis (RO) applications, which inhibits the formation and growth of alkaline earth carbonate and sulfate scales. Anti-scalant also disperses suspended solids and colloids. The product meeting the minimum requirements of Charlotte County is the Noveon Aquafeed 1025 Anti-scalant. These specifications are the minimum that Charlotte County will accept. The County will be the sole judge of a products equivalency to the Aquafeed 1025 Anti-scalant. Bidders shall provide a specification sheet of the product in order to determine equivalency.

Compliance with Food Grade quality product for use in potable water Reverse Osmosis systems with the National Sanitation Foundation (NSF), United States Environmental Protection Agency (USEPA), Florida Department of Environmental Protection (FDEP), and American Water Works Association (AWWA) are required.

It shall be delivered in 55-gallon poly drums and palletized, four (4) drums per pallet. The pallets must be able to be off-loaded at the time of delivery by the supplier, using a fork-lift-type vehicle, a pallet jack, and/or lift-gate truck provided by the supplier.

**TYPICAL PROPERTIES AND SPECIFICATIONS**

Appearance	Water white to amber, slightly hazy liquid
Odor	Slightly acidic
Total solids (%)	36.5 ± 1
pH	3.5 ± 0.5
Brookfield viscosity (cP, 25°C)	157.5 ± 142.5
Contamination	None by visual observation
Freezing Point (° C)	-1
Boiling Point (° C)	101
Specific Gravity	1.15
Shelf-Life	One (1) year

Bidders shall provide a Certificate of Analysis, as well as a current MSDS as required by law, that includes the values for each parameter with their Bid Forms. The estimated quantities for this item are five (5) deliveries per year, totaling 20 drums per year of 55-gallons, palletized, four (4) per pallet each.

Should samples be required for bid evaluation, bidders will be required to deliver 15 gallons to the County at a pre-determined site at no charge to the County for testing of product prior to awarding the bid.

The Anti-scalant supplied under this specification shall contain no substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water that has been treated with it. Transport of the Anti-scalant shall conform to all applicable Federal, State, and local laws and regulations.

**TS-14 CORROSION INHIBITOR:** Corrosion Inhibitor is utilized at the Burnt Store RO Plant. This is a liquid zinc orthophosphates to minimize corrosion in the County's distribution system. Bids shall be accepted from those bidding this product or a product with equivalent typical values.

Liquid zinc orthophosphate must be certified as meeting or exceeding Standard No. 60 as issued by the National Sanitation Foundation (NSF). The agency providing this certification must be accredited to provide such certification and does not have to be affiliated with NSF. A letter stating that the product bid meets NSF Standard 60 must be included in this bid package. Furthermore, since certification is issued for a specific production site, the bidder must specify where the supply of liquid zinc orthophosphate will be produced so that it can be confirmed that the certification submitted is valid for the product to be supplied.

Liquid zinc orthophosphate must provide effective corrosion inhibition on ferrous and non-ferrous surfaces and have the capability to complex with lead to form a chemical film on the pipe interior over a broad temperature and pH range.

It is the intention of the County to accept only liquid zinc orthophosphate. Any product that contains a blend of polyphosphates and/or orthophosphates with silicates or other compounds will not be considered and the bid will be rejected.

This product must have the capability to minimize corrosion without causing any deleterious effects to the drinking water supply when used in accordance with the manufacturer's recommendations.

A. SPECIFICATIONS: Specifications are as follows:

1. Liquid zinc orthophosphate must be Nalco C-9, or approved equal. Equality will be based upon total available orthophosphate and zinc content, and is subject to independent laboratory evaluation prior to awarding of a contract. Fees associated with this testing must be borne by each individual bidder.

2. Zinc orthophosphate must be liquid in form and easily applied via metering pump.

3. Liquid zinc orthophosphate must be manufactured from raw materials bearing Food Grade quality assurances and be manufactured in the United States. The County from time to time will run a total metal scan of supplier's product to ensure compliance to this critical quality issue. Should it be determined that the product shipped was not manufactured from Food Grade raw materials, all liquid zinc orthophosphate on site must be removed by the Contractor within 48 hours of being notified and replaced with product produced from Food Grade raw materials. Supplier will be required to send Certificate of Analysis detailing levels of zinc, orthophosphate and trace metals in replacement material.

4. Liquid zinc orthophosphate must be manufactured in the United States by a producer certified for ISO 9002 quality standards and at the specific plant or site holding this certification. A copy of the valid certificate must be included with the bid. Certification for NSF Standard 60 assures the buyer against toxicological hazards only, while ISO 9002 Certification guarantees the buyer consistent conformance to stated product quality standards.

5. Liquid zinc orthophosphate must be available in bulk, returnable or disposable tote bins, and drums. All shipping containers other than returnable tote bins must be new and unused. Any reconditioned containers will be refused and the bidder will be declared in default of this bid.

6. All deliveries are to be made within five (5) working days after receipt of an order and during the normal business hours as established by the location.

7. Liquid zinc orthophosphate must be non-toxic to humans by meeting the RMCL'S (Recommended Maximum Contaminant Level) as listed in the Water Chemicals CODEX and a statement from the manufacturer stating such must be included with the bid package submitted.

8. Liquid zinc orthophosphate must be safe to handle by operating personnel and a Material Safety Data Sheet (MSDS) must accompany the bid.

9. Liquid zinc orthophosphate must conform to these additional specifications:

Product Name (NSF Std. 60 registration)	Nalco C-9
Maximum Dosage as per registration	15.6 mg/L
NSF Std. 60 Certified Manufacturing Site	Ellwood City, PA
Specific Gravity:	1.55 - 1.61
Weight: (lbs/gal)	12.9 - 13.4
Odor:	None
Appearance:	Water White To Yellow
pH (neat) @ 25° C:	<1.0
Solubility:	100%
Boiling Point:	>212° F
Freeze Point:	-40° F
Volatile: (% by weight)	37%
*Total PO <sub>4</sub> : (c)	35.9 - 36.2%
*Total P: (c)	11.6 - 11.8%
*Polyphosphate expressed as PO <sub>4</sub> : (c)	0.0%
*Zinc as Zn	13%

\*Methods by which these values are obtained must be stated herein on a separate sheet and submitted with the bid. Should verification become necessary, samples will be sent to an independent laboratory and all costs incurred will be borne by the bidder. Analytical procedures for determining these values must be methods as approved by the U.S. E.P.A. and are found in **Standard Methods for the Examination of Water and Wastewater**. Any other test procedures are not acceptable and submittal of such will be cause for rejection of bid.

10. A critical issue regarding purity will also be a basis for an award. A certification guaranteeing that the level of lead (Pb) in the product will be less than 1.0 ppm must accompany the bid package. Failure to provide such a guarantee may be cause to consider the bidder as non-responsive. Should the product on site be tested at any time during the contract period and the amount of lead in the product is found to exceed 1.0 ppm, the bidder will be notified and be given 48 hours to remove all material from the site and replace it with product that meets all specifications.

11. A producer Certificate of Analysis showing the product name, manufacturing lot number, and product quality criteria must be provided with each and every delivery. Failure to provide a corresponding C of A with each delivery will be just cause to refuse delivery of product.

B. SERVICE: The following service will be required:

1. Successful bidder must provide a listing of customers presently or recently using the product bid herein for the purposes of verifying product performance, technical support, and overall supplier performance.

2. Successful bidder must perform periodic water quality analyses providing the following information as a minimum at the bidder's expense:

pH	Potassium, ppm Total & ppm Dissolved
Polyphosphate, ppm PO <sub>4</sub>	Iron, ppm Total & ppm Dissolved
Orthophosphate, ppm PO <sub>4</sub>	Copper, ppm Total & ppm Dissolved
Alkalinity, as CaCO <sub>3</sub>	Manganese, ppm Total & ppm Dissolved
Conductivity, UMHOS/CM	Aluminum, ppm Total & ppm Dissolved
Suspended Solids, ppm	Zinc, ppm Total & ppm Dissolved
Total Organic Carbon, ppm	Nickel, ppm Total & ppm Dissolved
Calcium, ppm Total & ppm Dissolved	Chrome, ppm Total & ppm Dissolved
Magnesium, ppm Total & ppm Dissolved	
Sodium, ppm Total & ppm Dissolved	

These analyses should be provided by an independent laboratory and must be submitted to the County for review with any treatment recommendations. The samples should be taken from several points in the distribution system to ensure uniform and proper treatment. Each bidder must submit an example of a typical water analysis for review. In awarding the contract for liquid zinc orthophosphate the County will consider the extent and quality of the water analysis that will be provided with this contract when selecting the lowest qualified bidder.

3. Successful bidder must supply and analyze steel and copper corrosion coupons as requested by the County. It is anticipated that these coupons will be installed at selected sites throughout the distribution system for 30 and 90 day time periods. Each bidder must submit an example of a typical corrosion coupon analysis for review. The County will consider the

extent and quality of the corrosion coupon analysis that will be provided with this contract when selecting the lowest qualified bidder.

4. The successful bidder must have their own technical support representatives familiar with the treatment objectives stated in this bid specification. These representatives must be available for assistance within twenty-four (24) hours of a call.

5. Each bidder must submit the names, office address and telephone number, home address and telephone number, and the resume for each of its technical representatives that meet this requirement with the bid package submitted.

6. Product shall be delivered in 55-gallon poly drums and palletized, four (4) drums per pallet. The pallets must be able to be off-loaded at the time of delivery by the supplier, using a fork-lift-type vehicle, a pallet jack, and/or lift-gate truck provided by the supplier.

**TS-15 POLYMER:** Polymer is utilized at the East Port WRF. Bids shall be accepted from those bidding this product or a product with equivalent typical values as listed below. The recommended product is Clarifloc SE-905 Polymer.

Appearance	Opaque Liquid
Ionic Character	Cationic
Charge Density	Medium
Molecular weight	Low
Approx. bulk density	8.57
Specific gravity	1.03
Active content (%)	42
Bulk viscosity (cps)	1200
Maximum concentration (g/l)	5
Stability of D.I. solution (days)	1
Dilution to obtain 5 g/l active content	85
Approx. viscosity @ 5 g/l active content (cps)	5000
Storage temperature (°C)	0-35
Shelf life (months)	six (6)

**TS-16 CITRIC ACID (50% CITRIC ACID and 50% WATER):** This chemical is intended specifically for use to lower the pH of the MBR PLANT. The product shall be delivered in quantities of 55-gallon drums, approximately eight (8) per year to the Rotonda Water Reclamation Facility. The recommended product is from ARCHER DANIELS MIDLAND CO.

DOT proper shipping Corrosive Liquid NOS (Citric Acid) 8, UN1760

Boiling Point 212F

Specific Gravity (H<sub>2</sub>O = 1) 1.24-1.26

Appearance and Order: Clear, Colorless to Pale Yellow to Brown Liquid with characteristic odor.

**TS-17 CRITERIA FOR AWARD:** The award of this bid shall be to the lowest responsive, responsible bidder(s) meeting or exceeding all of the specifications. Award of this bid may be made in total or in part, whichever the County determines is in its best interest. Identical low bids in total or per item will be awarded to the bidder with the greatest number of line items. Another consideration in the award of this bid will be the number of days required to deliver after receipt of purchase order.

In addition, the bid evaluation shall consider previous performance, safety, reliability and reference checks. Because of the hazardous nature of some products and the relatively short shelf-life of others, consideration shall be given to the bidder's safety record, reliability and previous performance.

For TS-14, Corrosion Inhibitor, the example typical water analysis and typical corrosion coupon analysis submitted by the bidders will also be considered for evaluation of award.

In the interest of a successful bid evaluation, Charlotte County may require bidders to submit samples, free of charge, for the purpose of inspection and testing by County forces.

County reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after bid opening, the lowest bidder is deemed non-responsible by the County, such bidder shall receive written notice from the County of this

determination. The bidder shall have five (5) business days from the date of this notice to dispute the determination and to provide to the County any additional information it deems relevant regarding the bidder's responsibility. The County shall make a final determination regarding the bidder's responsibility at the time of award of the contract.

<b>INSURANCE REQUIREMENTS</b> <b>WATER AND WASTEWATER CHEMICALS - ANNUAL</b> <b>BID NO. 2019000582</b>
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Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

**1. Commercial General Liability – Occurrence Form (CG 00 01)**

Policy shall include bodily injury, personal injury, property damage and broad form contractual liability.

**Minimum Requirements:**

- General Aggregate \$2,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and it officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- b. Contractor's subcontractors shall be subject to the same minimum requirements identified above.
- c. Policy shall be endorsed for a waiver of subrogation against the Charlotte County.

**2. Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile liability must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and it officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- c. Policy shall contain a waiver of subrogation against the Charlotte County.

**3. Worker's Compensation and Employers' Liability**

Workers' Compensation  
Employers' Liability

Each Accident, bodily injury or disease \$1,000,000

- a. Policy shall contain a waiver of subrogation against the Charlotte County.
- b. Projects on or along navigable waters an endorsement for US Longshoremen and Harbor Workers and Jones Act is required.
- c. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.

- d. If the contractor has no employees the contractor must submit to the County the Workers Compensation Exemption from the State of Florida.

**Additional Insured** – All policies, **except** for the Workers Compensation shall contain endorsements naming the County its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services contained herein. The additional insured endorsements' shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to full extent provided by the policy, even if those limits exceed those required by this contract. Such additional insured coverage shall be at least as broad as Additional Insured(Form B) endorsement form ISO, CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later revisions used.

**Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverage's to waive all rights of subrogation against the County, its officers, employees, agents and volunteers. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

**Policies Primary and Non-Contributory** – For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

**Proof of Coverage** - Prior to the commencement of performance of services the Contractor shall furnish to the County Purchasing Division Certificates of Insurance and amendatory endorsements or copies of the applicable policies. These certificates shall provide that such insurance shall not be terminated or expire without notice thereof in accordance with the policy provisions and Contractor shall maintain such insurance from the time the Contractor commences performance of services until completion of such services.

**Acceptability of insurance carrier** – Unless otherwise approved by Risk Management, Insurance shall be written by insurers authorized to do business in the State of Florida and with a minimum Best Insurance Guide rating of "A:VII".

**Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the deductible or retention.

**Failure to Procure Coverage** – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured or is cancelled and not replaced, the County has the right but not the obligation or duty to terminate the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

**Insurance Review** – Insurance requirements are subject to periodic review by the County. The Risk Manager or designee is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced or is not needed to protect the interests of the County. In addition, if Risk Management determines that heretofore, unreasonably or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual, or alleged, on part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the par to the County.

**SAFETY AND HEALTH REQUIREMENTS  
WATER AND WASTEWATER CHEMICALS - ANNUAL  
BID NO. 2019000582**

**SH-01 HEALTH AND SAFETY PLAN:** It shall be the responsibility of the Contractor to comply with OSHA, EPA, DOT and other applicable Federal and State of Florida laws, rules, regulations or other requirements. This includes, but is not limited to, 29 CFR 1926 (Safety and Health Regulations for Construction) and 1910 (Safety and Health Regulations for General Industry). Contractors are required to have a written Health and Safety Program that is jobsite specific. The elements of this written program shall be in accordance with OSHA 1926 and 1910. A list of program elements can be obtained from Charlotte County Risk Management.

The Contractor will designate a responsible member of his organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Project Manager.

A copy of the Contractor's Health and Safety Plan will be submitted to Charlotte County at least 10 days prior to commencement of work. Contractor shall provide documentation that his employees and subcontractors received training (been informed of) on the Contractor's Health and Safety Plan. The Contractor will be responsible for conducting a site safety briefing for all visitors to the site. Documentation of these site safety briefings are to be maintained by the Contractor and made available to Charlotte County upon request.

Contractor will post, where appropriate, all necessary job-site Health and Safety notices. The Loss Control Coordinator will conduct unannounced job-site inspections during the course of the project. Minor safety violations may be addressed immediately with the onsite supervisor and Project Manager. Major safety violations will result in written notification to the Contractor and Charlotte County Department Director under which the project is being performed. Hazardous conditions that are considered by the Loss Control Coordinator to be immediately dangerous to life or limb will result in immediate stoppage of work until the hazardous conditions are corrected.

**SH-02 ACCIDENTAL SPILLS:** In the event of an accidental release or spill of chemicals or other hazardous materials the Contractor shall:

- Immediately take action as appropriate to contain the spill if this action can be taken without jeopardizing the health or safety of employees,
- Notify the Fire/EMS, or other entities as needed or required,
- Contact the Project Manager/Coordinator, and
- Contact Charlotte County Risk Management and Loss Control Coordinator.

The following phone numbers may be used in the event of an emergency:

Risk Management	941.764.4191
Loss Control Coordinator	941.743.1381 (or Cell 941.223.5535)

**SH-03 CONTROL OF FUGITIVE EMISSIONS:** The Contractor shall take all reasonable precautions necessary to control fugitive emissions from the job site. Fugitive emissions include, but are not limited to: nuisance dust, chemical odors/vapors/gases, hazardous materials such as lead or asbestos, and noise. Where the product(s) or material(s) to be used by the Contractor has a permissible exposure limit (PEL) established by OSHA the Contractor shall take all reasonable steps to maintain emissions of the product(s) or materials below the OSHA PEL. To verify that emissions are maintained below the OSHA PEL, the Contractor shall monitor, or shall contract to have monitored, work area exposure conditions. Monitoring shall occur, at a minimum, during the start of work and whenever there is a change in procedure, process, or chemical or material used. If it is deemed not practical to maintain exposures below the PEL, the Contractor shall restrict access to all areas where exposures exceed the PEL to authorized personnel only.

**A. ASBESTOS AND SUSPECT ASBESTOS CONTAINING BUILDING MATERIALS:** Contractors shall, under no circumstances, damage or disturb suspect or known asbestos containing material (ACM) unless they are a licensed Florida Asbestos Abatement Contractor and have been specifically employed to perform asbestos repair or removal. It is the responsibility of the Contractor to provide his or her own asbestos awareness program in accordance with 29 CFR 1926.1101. Where required by Federal and State regulations, the Contractor is required to have asbestos surveys performed

prior to any work that includes, but is not limited to, renovation, and demolition. The asbestos survey must be performed by a firm that is licensed in the State of Florida to perform such surveys. A copy of the asbestos survey shall be submitted to the County's project manager. Asbestos materials may not be used or installed in any Charlotte County facilities.

**B. LEAD-CONTAINING BUILDING MATERIALS:** Contractors that will disturb lead-containing building materials during the course of work shall take all necessary precautions to protect Charlotte County employees and the public from exposure to lead dust or contamination. These measures shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926.62 and applicable local, state and federal regulations. Where the Contractor is engaged in work in child-occupied facilities, such work shall be performed in accordance with 40 CFR 745, and clearance testing shall be performed by the Loss Control Coordinator or a licensed consultant at the conclusion of the project in accordance with the requirements of this regulation.

**C. SAMPLING AND MONITORING RESULTS:** The results of all personal and area monitoring and or other samples collected for health and safety compliance required by OSHA or any other state or federal regulatory agency shall be provided to Charlotte County.

**BID FORM  
WATER AND WASTEWATER CHEMICALS - ANNUAL  
BID NO. 2019000582**

TO: Senior Division Manager - Purchasing  
Board of County Commissioners  
Charlotte County Administration Center  
18500 Murdock Circle  
Port Charlotte, FL 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Safety & Health Requirements, Bid Form, Drawings, and any other documentation for

**WATER AND WASTEWATER CHEMICALS - ANNUAL**

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

**Please indicate by (√) that you have included the following documentation with your bid:**

- ( ) **MSDS Forms (where required)**
- ( ) **TS-11-Sample Test Results, References, & NELAC Certification**
- ( ) **TS-14, Methods of Values & Level of Lead Certification**
- ( ) **TS-14, Corrosion Coupon Analysis & Typical Water Analysis**

**NOTE:** In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at <http://purchasingbids.charlottecountyfl.gov/> under "Purchasing Bids Online", document number 195824. No information regarding the submittal will be divulged over the telephone.

Name of Bidder: \_\_\_\_\_  
(This form to be returned)

ITEM	BID DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXT. PRICE
<b>TS-07</b>	<b>Calcium Hypochlorite 65%</b>				
	Eastport WRF	100# drum	300		
	West Port WRF	100# drum	200		
	Rotonda WRF	100# drum	200		
	Burnt Store WRF	100# drum	<u>100</u>		
	<b>Total Drums</b>	<b>-</b>	<b>800</b>	\$ _____	\$ _____

Method of off-loading – Power Tailgate Vehicle w/Pallet Jack Delivery \_\_\_\_\_ calendar days

**NOTE:** Furnish a “per pallet” price and indicate the number of 100# drums within the pallet.  
 Drums per pallet \_\_\_\_\_ Per Pallet price \$ \_\_\_\_\_

<b>TS-08</b>	<b>Sulfuric Acid 93%</b>				
	Burnt Store RO	gal	<b>4,500</b>	\$ _____	\$ _____

Method of off-loading - Tank Truck w/Pumping Capabilities Delivery \_\_\_\_\_ calendar days

<b>TS-09</b>	<b>Phosphoric Acid 75%</b>				
	Leachate	55 gal. drum	<b>18</b>	\$ _____	\$ _____

Method of off-loading – Power Tailgate Vehicle w/Pallet Jack Delivery \_\_\_\_\_ calendar days

<b>TS-10</b>	<b>Sodium Hydroxide Solution (Caustic Soda 50%)</b>				
	Burnt Store RO Plant	55 gal. drum	<b>6</b>	\$ _____	\$ _____

Method of off-loading - Tank Truck w/Pumping Capabilities Delivery \_\_\_\_\_ calendar days

<b>TS-11</b>	<b>Sodium Hypochlorite Solution (Chlorine Bleach)</b>				
	East Port WRF	gal	185,000		
	West Port WRF	gal	50,000		
	Rotonda WRF	gal	80,000		
	Burnt Store WRF	gal	35,000		
	Myakka Booster Station (1) 500 gal tank	gal	20,000		
	Golf Course WBS #2- (2) 800 gal tanks	gal	30,000		
	Gulf Cove WBS #3 - (2) 550-gal tanks	gal	15,000		
	Walenda WBS #4 - (2) 1,000-gal tanks	gal	40,000		
	Rotonda WBS #6 – (2) 900-gal tanks	gal	65,000		
	Ingraham Inj. Sta. #7 – 350-gal tank	gal	5,000		
	Burnt Store RO Plant	gal	<u>8,000</u>		
	<b>Total Gallons</b>		<b>533,000</b>	\$ _____	\$ _____

Method of off-loading – Tank Truck w/Pumping Capability & 50-60 foot hose  
 Delivery \_\_\_\_\_ calendar days

<b>TS-12</b>	<b>Hydrogen Peroxide</b>				
	Lift Station #321Angol – 1,550-gal tank	gal	10,000		
	Lift Station #857Tee View– 550-gal tank	gal	<u>4,000</u>		
	<b>Total Gallons</b>		<b>14,000</b>	\$ _____	\$ _____

Method of off-loading \_\_\_\_\_ Delivery \_\_\_\_\_ calendar days

<b>TS-13</b>	<b>Anti-scalant</b>	55-gal drum	<b>20</b>	\$ _____	\$ _____
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Method of off-loading – Vehicle w/Power Tailgate & Power Jack Delivery \_\_\_\_\_ calendar days

**NAME OF BIDDER:** \_\_\_\_\_

(This form to be returned)

ITEM	BID DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXT. PRICE
<b>TS-14</b>	<b>Corrosion Inhibitor</b>	55-gal drum	<b>10</b>	\$ _____	\$ _____
	Method of off-loading – Vehicle w/Power Tailgate w/Power Jack			Delivery _____	calendar days
	<b>*Corrosion Inhibitor</b>	_____	<b>8</b>	\$ _____	\$ _____
	*Alternate containers Method of off-loading – _____			Delivery _____	calendar days
<b>TS-15</b>	<b>Polymer</b>	250-gal totes	<b>24</b>	\$ _____	\$ _____
	Method of off-loading - _____			Delivery _____	calendar days
<b>TS-16</b>	<b>Citric Acid</b> Rotonda WRF	55-gal drum	<b>8</b>	\$ _____	\$ _____
	Method of off-loading – Vehicle w/Power Tailgate w/Power Jack			Delivery _____	calendar days
<b>TS-17</b>	<b>Powdered Activated Carbon</b> Leachate Plant <b>40 or 50 lb. bags</b>	per/lb.	<b>40,000 lb.</b>	\$ _____	\$ _____
	Method of off-loading - _____			Delivery _____	calendar days

NAME OF BIDDER: \_\_\_\_\_  
(This form to be returned)

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of sixty (60) days after the scheduled time for opening the bids.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List, or is not participating in a boycott of Israel.

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_; Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_; Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_; Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_; Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

**HOLD HARMLESS AGREEMENT:** The bidding firm as indicated below, through the signing of this document by any authorized party or agent, indemnify, hold harmless and defend Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers from all suits and actions, including attorney's fees and all costs of litigation and judgment of every name and description brought against the County as a result of loss, damage or injury to person or property by reason of any act or failure to act by the bidding firm, its agents, servants or employees.

**Type of Organization (Please Check One):** Individual Ownership \_\_\_\_\_ Joint Venture \_\_\_\_\_  
Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

**Name of Bidding Firm** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_

**Location Address** \_\_\_\_\_

**City & State** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Fax Number** \_\_\_\_\_

**E-mail** \_\_\_\_\_

**Signature of person authorized to bind the Company:** \_\_\_\_\_

**Print Name/Title of person authorized to bind the Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_

(This form to be returned)

**SOURCE OF SUPPLY AND SUBCONTRACTORS**

The following sources of supply and subcontractors shall be used for the **WATER AND WASTEWATER CHEMICALS – ANNUAL** project. If bidder does not have a source of supply or subcontractor, insert “to be determined”. When a source or subcontractor is determined, selection will be subject to County approval. (If not applicable, state N/A).

Source of Supply	Subcontractor(s)
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____
5. _____	5. _____

**DRUG FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_  
(name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature \_\_\_\_\_

Dated \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

(This form to be returned)



# COUNTY OF CHARLOTTE PURCHASING DEPARTMENT

Charlotte County Administration Center  
18500 Murdock Circle  
Port Charlotte, Florida 33948-1094  
(941) 743-1378

TO: PROSPECTIVE BIDDERS

DATE: August 23, 2019

RE: ADDENDUM #1, BID NO. 2019000582 WATER AND WASTEWATER CHEMICALS - ANNUAL

BID OPENING DATE: 2:00 p.m. (EST) AUGUST 28, 2019

Bidders are hereby notified that this Addendum shall be made a part of the documents. The intent is to add to, modify, or clarify the documents. Should any of these items have an effect on price, such changes shall be included in the price bid. These items have the same force and effect as if contained in the original.

**ITEM 1: QUESTIONS – The following questions were received:**

Q1. What is the name of the current antiscalant being used?

A1. **SpectraGuard 100 Liquid Anti Scalant.**

Q2. Could you please provide a feedwater chemistry for the RO so we may compute dosage calculations?

A2. **Our dosage is 2.5-3.0 parts per million.**

Q3. In section TS-14 Corrosion Inhibitor, item B. 2 related to water quality analyses, it states that "the samples should be taken from several points in the distribution system to ensure uniform and proper treatment." May we please know how many different points, the County will require that these samples be taken from?

A3. **The Burnt Store R.O Operators take Corrosion Distribution Samples 4x a year at three (3) separate locations. These samples are taken in house.**

Q4. Daily Feed Rate?

A4. **Charlotte County handles the daily feed rate and it varies.**

**Clarifications:**

1. **Page 11, Add** an asterisk to \*Myakka Booster Station, 4070 Railroad Avenue, Port Charlotte, FL 33953, shall have delivery by a truck no longer than 26 feet in length.

2. **Delete bulk deliveries on Page 12** under TS-10: Caustic Soda 50% shall be available in bulk deliveries in quantities of at least 200 gallons and a maximum of 1000 gallons per delivery to the Burnt Store Reverse Osmosis Plant location. Only liquid 50% solution is required at this location. All products shall meet NSF-60 or 61 requirements as appropriate. The estimated quantities for this item are one (1) delivery per year of 1000-2000 gallons per delivery.

Bid Form under TS10 Sodium Hydroxide Solution is correct for pricing on (6) 55 gal. drums for the Burnt Store RO Plant.

The Burnt Store R.O receives 4-55 gallon drums (220 gallons) of Caustic soda every 3-4 months annually or estimated a total of 12-16 barrels a year. Utilities does not use our bulk tank. Delivery truck must have lift gate so that we can safely remove the pallet from the trucks with/without a power lift/fork lift. Utilities does not have a full-size forklift so lifting from the normal height of a delivery truck is not safe.

3. **Update Page 20, TS-17** to Powdered Activated Carbon as stated on Page 28 and renumber **Criteria for Award as Paragraph TS-18.**

**4. Add TS-17 Powdered Activated Carbon:** The product shall be delivered in 50-pound, multi-wall paper bags and shall be palletized. The County will accept 40-pound bags, but no heavier than 50-pounds each. Pallets must consist of wooden slats on top and bottom and are to be loaded up to 2,500 pounds per pallet. Palletizing to be included in price as it will not be a separate pay item. All pallets are to be protected with shrink-wrap plastic when shipped to the County. Broken bags will not be accepted.

All Powdered Activated Carbon shall conform to applicable regulations of the Interstate Commerce Commission. Powdered activated carbons shall be approved for use in solid waste leachate, industrial waste and wastewater processes. Should field visits, technical services, or analytical services become necessary as a result of an operational problem during the contract period, the successful bidder shall be required to attest to the capability and availability of the product. The chemical must be produced by steam activation of lignite coal under carefully controlled conditions. It is ground to optimize the settling characteristics of municipal wastewater, solid waste leachate and industrial wastes, and wets readily to minimize dusting. The chemical shall meet the following specifications:

**BASE MATERIAL LIGNITE**

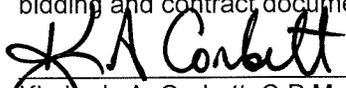
- Tannia Value 200 ppm
- Mean pore radius 30 A
- Molasses number 400
- Surface area 500 m<sup>2</sup>/g minimum
- Total pore 1.0 ml/g
- pH, water extract Alkaline mg/l
- Bulk tamped density 30-40 lbs./cu/ft.
- Particle size 70% maximum passing 325 mesh, 90% maximum passing 200 mesh
- Ash content 35% maximum
- Molasses decolor efficiency 70% minimum
- Moisture, 0/0 as packed 4% maximum
- Specific gravity, gll 250-600

Bidders shall provide a Certificate of Analysis that includes the values for each parameter with their response. Should samples be required for evaluation, bidders will be required to furnish five (5) 40- or 50-pound bags for inspection and testing at no charge to the County.

**5. Page 28, TS-17 Powdered Activated Carbon delete Est. Qty. of 40,000 lb. and update to Est. Qty. of 15,000 lb.**

**ITEM 2:**

Bidders are required to acknowledge receipt of this addendum on their bid forms. All other terms and conditions of the original bidding and contract documents remain the same.

  
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Kimberly A. Corbett, C.P.M., CPPB  
Director of Purchasing

/ca

cc: Project Manager  
Clerk's Office, Minutes Division  
File



# COUNTY OF CHARLOTTE PURCHASING DEPARTMENT

Charlotte County Administration Center  
18500 Murdock Circle  
Port Charlotte, Florida 33948-1094  
(941) 743-1378

**TO: PROSPECTIVE BIDDERS**

**DATE: August 26, 2019**

**RE: ADDENDUM #2, BID NO. 2019000582 WATER AND WASTEWATER CHEMICALS - ANNUAL**

**BID OPENING DATE: 2:00 p.m. (EST) AUGUST 28, 2019**

Bidders are hereby notified that this Addendum shall be made a part of the documents. The intent is to add to, modify, or clarify the documents. Should any of these items have an effect on price, such changes shall be included in the price bid. These items have the same force and effect as if contained in the original.

**ITEM 1: QUESTIONS – The following questions were received:**

**Q1.** Page 15 TS-12 Hydrogen Peroxide – Section A: It is assumed that the County requires a delivery truck that is DOT certified for the delivery of 50% hydrogen Peroxide and not a rental truck with totes in the back. Please confirm.

**A.1 Correct.**

**Q2.** Page 15 TS-12 Hydrogen Peroxide – Section A: It is assumed that the Delivery driver shall be a CDL driver with HazMat endorsements. Please confirm.

**A2. Correct.**

**Q3.** Page 15 TS-12 Hydrogen Peroxide – Section B: It is assumed that the County shall require an OSHA approved eyewash and shower at each hydrogen peroxide site and a small portable eyewash wash shall not suffice due to the safety requirements of 50% hydrogen peroxide. Please confirm.

**A3. Correct.**

**Q4.** Page 15 TS-12 Hydrogen Peroxide – Section B1A: It is assumed that the County requires the dosing systems to be constructed of Industrial grade materials and not commercial grade items that are not intended to house 50% hydrogen. Please confirm.

**A4. Correct.**

**Q5.** Page 15 TS-12 Hydrogen Peroxide – Section B2: It is assumed that the County requires the equipment maintenance to be provided on a minimum of once per month. Please confirm.

**A5. Correct.**

**Q6.** Page 15 TS-12 Hydrogen Peroxide – Section B3: It is assumed that the County requires the Emergency Response to be onsite within a short time span of two (2) hours from time of contact by the Utility. Please confirm.

**A6. Correct.**

**Q7.** Daily Feed Rate?

**A7. 2 to 2.5 ppm**

**Q8.** Could you please provide the most recent analysis ensuring the product, not only matches up with the bid specs TS-13, but also with the current feedwater?

**A8.** R.O Feedwater Chemistry numbers coming in are currently

TDS- 2400

Chloride -1000

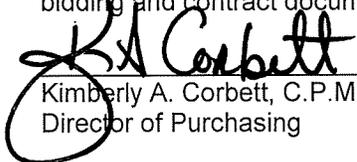
Sulfate -400

These numbers are from our one highest well we blend multiple wells at our raw water header pipe.

Our feed rate is 2.0 -2.5 ppm of Anti Scalant we adjust our dosage based on in house sampling results from the distribution system. Averaging about 21 gallons a month.

**ITEM 2:**

Bidders are required to acknowledge receipt of this addendum on their bid forms. All other terms and conditions of the original bidding and contract documents remain the same.

  
\_\_\_\_\_  
Kimberly A. Corbett, C.P.M., CPPB  
Director of Purchasing

/ca

cc: Project Manager  
Clerk's Office, Minutes Division  
File