

**AGREEMENT FOR GRANULAR ACTIVATED CARBON (GAC) AND
ABSORPTION/FILTRATION SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Calgon Carbon Corporation, a Delaware corporation authorized to do business in the State of Florida, whose address is 3000 GSK Drive, Moon Township, PA, 15108, and whose federal tax identification number is 25-0530110, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase Granular Activated Carbon (GAC) and absorption/filtration services from the Vendor in connection with "Granular Activated Carbon (GAC) and Absorption/Filtration Services - Annual" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B190100GWT on December 14, 2018 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

WHEREAS, the County posted a Notice of Intended Decision on February 1, 2019; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in the detailed Scope of Work and Specifications section of B190100GWT, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B190100GWT, as modified by its addendum, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue through the delivery of the Purchase and the associated

warranty period as further described in this Agreement on an "as needed" basis for a period of two (2) years with an option to extend or renew for three (3) consecutive one (1) year periods upon the written agreement of the both parties. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.

- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost

provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.

- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County reserves the right to require Vendor to repay amounts previously paid by the County to the Vendor due to untimely completion of services, inadequate completion of services, lack of completion of services, untimely delivery of products, inadequate product delivered, or inadequate product performance and the Vendor shall comply with such demand within 30 days.
- D. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

- 1. Cancel the stop work order; or
- 2. Terminate the work covered by the order; or
- 3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience

pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Stevan R. Schott

Title: President

Address: 3000 GSK Drive
Moon Township PA
15108

Telephone: (412)787-6771

Facsimile: (412)787-6682

E-mail: mbu@calgoncarbon.com

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u>	
	<u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement
2. County's Purchase Order
3. Solicitation
4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Calgon Carbon Corporation

Signed By: Rebynl Galiardi

Signed By: Stevan R. Schott

Print Name: Rebynl Galiardi

Print Name: Stevan R. Schott

Title: President and CEO

Date: March 20, 2019

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Brian Hammer
Vice CHAIR

DATE: 5/13/19

ATTEST:

CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: Melissa Butler
DEPUTY CLERK



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: Chanda Sid
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SCOPE OF SERVICES

SCOPE OF WORK AND SPECIFICATIONS LEE COUNTY, FLORIDA DETAILED SPECIFICATIONS FOR

Granular Activated Carbon (GAC) and Absorption/filtration-Annual

SCOPE

The intent of this Invitation to Bid is to contract with experienced Granular Activated Carbon Manufacturer(s) further referred to as 'Vendor' herein. Bids submitted by other suppliers or distributors without direct manufacturing capabilities will not be accepted.

This specification is for the turnkey exchange of spent Granular Activated Carbon (GAC) with new virgin GAC as follows:

1. Furnish all labor, materials, equipment and supervision for the supply and installation of Granular Activated Carbon (herein after GAC).
2. Furnish all labor, materials, equipment and supervision for the removal and disposal of spent carbon. This includes the air compressor required for loading and unloading purposes.
3. The GAC that is removed shall be tested to let the County know if there was any usable life left in it. The analysis shall compare the spent GAC to new virgin GAC. The cost for this analysis shall be paid for by the Vendor.
4. Safety
 - a. The Vendor shall follow all OSHA requirements for the removal and installation of GAC including but not limited to the acquisition of the required confined entry permit, appropriate breathing apparatus, air meter and additional Vendor supplied personnel on-site to conform to all emergency requirements.
5. Contactor's Schedule
 - a. The Vendor shall supply the County with a schedule of activities broken down by task, which shall not be deviated from without approval from the project manager. A maximum of one GAC unit shall be removed from service at any time to facilitate the carbon replacement, unless otherwise authorized by the Lee County Utilities project manager.
 - b. Vendor shall provide and maintain adequate staff to oversee and manage the projects as approved by the project sponsoring Department.
 - c. Vendor shall deliver GAC in a timely and proper manner per the approved timeframe as indicated through each Purchase Order. Failure to complete work within the authorized timeframe may result in revocation of issued Purchase Order, application of liquidate damages (if applicable), or placement of Vendor in breach of contract. The County reserves the right to request services from a third party Vendor should the awarded Vendor fail to complete work within the authorized timeframe.
 - d. The County provides all repair to vessels. Repairs are completed by County personnel upon Vendor removal of spent GAC. Vendor shall allow for and appropriately coordinate such repair timeframes with County authorized Project Manager. The County shall not be responsible for demurrage charges for failure of Vendor to appropriately coordinate repair times with County personnel/project sponsoring Department.

6. The below table provides details regarding the current County GAC vessel capacities and system data. Quantities provided herein are estimated. No work is guaranteed and final payment will be based on actual quantities.

Filter/Vessel Data	
Vessel Design	10' diameter Absorbers
Number of Vessels	5
Total GAC Volume per Vessel	20,000 lbs total
Total GAC Volume (lbs)	100,000 lbs total

PRODUCT QUALIFICATION (TECHNICAL SPECIFICATION)

- The GAC shall be sourced and manufactured in the United States of America.
- Virgin GAC shall be Filtrasorb 300, 8 X 30 mesh carbon, as manufactured by Calgon Carbon Corporation or Norit GAC 300, as manufactured by Norit-Americas. No equals to the stated brands/products shall be accepted.
- The GAC shall be manufactured by a producer certified for ISO 9001:2000 quality standards and at the specific plant or site holding such certification. It is understood that ANSI/NSF assures the GAC against toxicological hazards only. ISO 9001:2000 Certification assures the GAC of consistent conformance to stated product quality and standards listed in the specifications.
- The GAC shall comply with AWWA B-604-05 or the latest revision.
- The GAC shall comply with NSF 61.
- The GAC shall conform to Food Chemical Codex when tested under the conditions of the test outlined in the Food Chemical Codex, Third Edition.
- The GAC must be an agglomerated bituminous coal based product with petroleum and coal based pitch binders sized to a granular form prior to baking and activation, broken pellets shall not be accepted. Lignite, peat, wood, coconut, sub-bituminous based or direct activated GAC shall not be accepted.
- The GAC shall be capable of removing turbidity, color, tastes, odors and other organic contamination from water that was previously treated by conventional water treatment processes.
- The GAC shall have the following physical properties:

Property	Specified
Iodine Number (mg/g). min	900
Volume Iodine (mg/cc)	400 - 525
Moisture, Weight %, max.	2
Abrasion Number, min.	75 - 86
Effective size, min	0.8 - 1.0

- The GAC shall be a highly active, durable granular material capable of withstanding the abrasion and dynamics associated with repeated backwashing and hydraulic transport.

- b. The density size shall be designed for packed bed type of absorption. The material shall have sufficient density to allow backwash agitation and bed expansion, yet settle rapidly for immediate resumption of service.
- 10. Vendor shall utilize virgin GAC for all services as provided under this Contract. At no time over the course of this contract, inclusive of renewals, shall reactivated GAC be accepted as replacement material.
- 11. GAC shall be activated through thermal processing.

CARBON EXCHANGE PROCEDURES AND DELIVERY

- 1. The GAC exchange shall be under the direct supervision of the GAC manufacturer's employee, having a minimum of 5 years' experience in performing carbon exchanges. Supervision by a third party agent or any other representative shall not be allowed.
- 2. GAC shall be transported, delivered and placed in a careful manner to exclude all dust, dirt or deleterious material and to prevent physical damage to the particles. All costs associated with shipping, unloading, and placement shall be at the responsibility of the Vendor.
- 3. After delivery to the site, but before transfer occurs, Lee County reserves the right to take random test samples of the media.
- 4. Spent carbon removal shall be completed hydraulically using the reduction method. Any other removal methods shall be coordinated and approved in writing by the authorized personnel of the project sponsoring Department.
- 5. The Vendor is responsible for complete disposal of the spent carbon in accordance with all local, state and federal requirements. The Vendor assumes ownership of the spent carbon when it is loaded into the Contactor's trailer.

MANUFACTURER DELIVERY ABILITY

- 1. Vendor must maintain a fleet (owned and operated) of enclosed food grade hopper trucks dedicated to haul Granular Activated Carbon (GAC) for potable water applications. The delivery vehicles dedicated for transport of potable grade GAC will handle 20,000 to 40,000 lb quantities. The trailers are to be lined with a FDA approved lining material for potable water use.

End of Scope of Work and Specifications Section

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. **TERM**

The successful bidder shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for a two-year (2) period. There may be an option to extend this contract as specified in the Scope of Work or specifications upon the approval of both the County and the successful bidder at the time of extension or renewal for three (3), additional one (1) year periods.

2. **BASIS OF AWARD**

The basis of award shall be determined by the lowest *Grand Total* bid of the most responsive, responsible, and qualified Vendor(s) meeting all bid specifications. The County reserves the right to award the Vendor(s) whose prices, in its sole judgement, are the most realistic in terms of provision of the best services, in the best interest of the County. Additionally, the County reserves the right to reject any and all bids at any time, unconditionally, and without cause.

3. **MASTER CONTRACT NOTICE**

This is a "Master" contract, which is not for any specific project. Work to be performed under this contract will be authorized, scheduled, funded, and accounted for by the issuance of County Purchase Order (PO), by the requesting department. The requesting County department reserves the right to provide additional project clarification details with the issuance of and within or attached to each Purchase Order. Such items shall be minor in nature such as providing for service completion dates, delivery location, delivery and working hours, number of units, etc.

3. **BONDING REQUIREMENTS**

The bonding requirements as stated below shall apply to applicable Purchase Orders exceeding the thresholds as defined in the Lee County, Florida Procurement Ordinance 18-22.

Payment and Performance Bond: In accordance with F.S. 255.05 and Lee County Ordinance 95-2-102, and Lee County, Florida Procurement Ordinance 18-22, a Public Payment and Performance Bond is to be issued in a sum equal to one-hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful bidder/vendor. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful bidder/vendor performance under such Contract.

- o A public Payment and Performance bond must be properly executed, by the Surety Company and successful bidder/vendor, and recorded with the Lee County Clerk of Court, within **seven calendar days** after notification by Lee County of the approval to award the Contract.
- o A **Clean Irrevocable Letter of Credit or Cash Bond** may be accepted by the County in lieu of the Public Payment and Performance Bond.
- o Only Lee County form(s) may be accepted. Forms are available at <https://www.leegov.com/procurement/forms>.
- o **Personal Checks are not acceptable to Lee County as a Bid Security.**
- o **Surety:** In order to be acceptable to the County, a Surety Company issuing Evidence of Bondability, Bid Guaranty Bonds or 100% Public Payment and Performance Bonds or Letters of Credit called for herein shall meet and comply with the minimum standards set forth in as part of the Contract Documents.
 - The surety company shall be authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by a local producing agent who is a Florida resident with satisfactory evidence of its authority to execute the bond being submitted.

End of Special Conditions Section



Procurement Management Department
1500 Monroe Street 4th Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: January 9, 2019

Solicitation No.: B190100GWT

Solicitation Name: Granular Activated Carbon (GAC) and Absorption/Filtration Services Annual

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

NOTE: FAILURE TO USE AN ADDENDUMS REVISED BID/PROPOSAL FORM SHALL DEEM BIDDER NON-RESPONSIVE.

1.	Will the GAC exchange Procedure be 2 units at a time and to include 2 trips per exchange (one trip for removal and then a return trip at a later date for the fresh carbon delivery and installation), so that repairs could be performed on the empty units as necessary while the vessels are sitting empty?
Answer	Yes, we will require at least two separate trips that way if repairs to the units are needed we can repair them and then get them filled at a later date.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.



Procurement Analyst
Lee County Procurement Management

**EXHIBIT B
FEE SCHEDULE**

Item	Description	Unit of Measure	Unit of Cost
1	Removal, supply and installation of virgin Granular Activated Carbon (GAC) following all specifications contained herein.	Pounds	\$1.71 per Pound

EXHIBIT C INSURANCE REQUIREMENTS

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$1,000,000 products and completed operations
- \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

- \$1,000,000 combined single limit (CSL) or
- \$500,000 bodily injury per person
- \$1,000,000 bodily injury per accident
- \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

- \$500,000 per accident
- \$500,000 disease limit
- \$500,000 disease – policy limit

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902

- b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an **“Additional Insured”** on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate “Indemnification” clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.