

AGREEMENT FOR GRANULAR ACTIVATED CARBON (GAC)

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" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B240091AVR on February 16, 2024 (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 March 27, 2024; 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 Sections 1 through 6 of the Scope of Work and Specifications section of B240091AVR, 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. B240091AVR, as modified by its addenda, 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 on an "as needed basis" for a one (1), three (3) year period. Upon mutual written agreement of both parties, the parties may renew the

Agreement, in whole or in part, for a renewal term or terms not to exceed more than two (2) additional years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be May 7, 2024.

- 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 services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization 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 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, PRRCustodian@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.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

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. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- 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 sub-contracts 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, or lack of completion of services 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 XII.

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. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Ueyama, Fuyou
Title: President, Director

Address: 3000 GSK Drive
Moon Township, PA
15108
Telephone: (412) 787-6700
Facsimile: (412) 787-6682
Email: MBU.CCC@Kuraray.com

County's Representative

Name: Mary Tucker
Title: Procurement
Management Director
Address: P.O. Box 398
Fort Myers, FL 33902
Telephone: (239) 533-8881
Facsimile: (239) 485-8383
Email: mtucker@leegov.com

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

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

WITNESS:

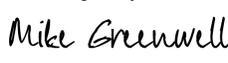
CALGON CARBON CORPORATION

Signed By: 
Print Name: Jacob Blake

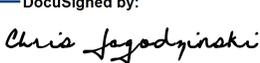
Signed By: 
Print Name: Jeremy J. Jones
Title: DWS Project Manager
Date: 03/28/2024

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

DocuSigned by:

Signed By: AD51A9A2E8E943C
Print Name: Mike Greenwell
Title: chair
Date: 5/13/2024 | 10:29 AM EDT

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: 
DEEAC39F178B448...
DEPUTY CLERK

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

BY: 
EC9B5A5584DD473...
OFFICE OF THE COUNTY ATTORNEY

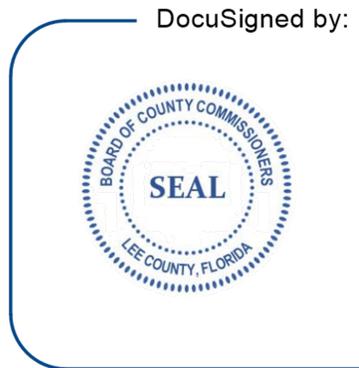


EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

SCOPE OF WORK AND SPECIFICATIONS

1. SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Granular Activated Carbon Manufacturer, further referred to as 'Vendor' herein. Bids submitted by other suppliers or distributors without direct manufacturing capabilities shall not be accepted.
- 1.2. This specification is for the turnkey exchange of spent Granular Activated Carbon (GAC) with new virgin GAC as follows:
 - a. Furnish all labor, materials, equipment and supervision for the supply and installation of Granular Activated Carbon (herein after GAC).
 - b. 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.
 - c. The GAC shall be tested by taking a sample prior to removal and the Vendor shall let the County know if there was any usable life left in it after analysis of the sample. The analysis shall compare the spent GAC to new virgin GAC. The cost for this analysis shall be paid for by the Vendor.
 - d. The GAC Exchange shall require two separate trips. One trip for the removal and disposal of spent carbon and one trip for the supply and installation of GAC. This shall be coordinated with the project sponsoring Department as time-of-service request.

2. SAFETY

- 2.3. 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.

3. CONTRACTOR' SCHEDULE

- 3.1. The Vendor shall supply the County with a schedule of activities broken down by task within 60 days of the issuance of the purchase order, 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.
- 3.2. Vendor shall provide and maintain adequate staff to oversee and manage the projects as approved by the project sponsoring Department.
- 3.3. Vendor shall deliver GAC in a timely 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, or replacement 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.
- 3.4. 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.

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- 3.5. 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

4. PRODUCT QUALIFICATIONS (TECHNICAL SPECIFICATION)

- 4.1. The GAC shall be sourced and manufactured in the United States of America.
- 4.2. 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.
- 4.3. The GAC shall be manufactured by a producer certified for ISO 9001:2015 quality standards and at the specific plan or site holding such certification. It is understood that ANSI/NSF assures the GAC against toxicological only. ISO 9001:2015 Certification assures the GAC of consistent conformance to stated product quality and standards listed in the specifications.
- 4.4. The GAC shall comply with AWWA B-604-05 or the latest revision.
- 4.5. The GAC shall comply with NSF 61.
- 4.6. 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.
- 4.7. 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.
- 4.8. 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

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- a. 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.
- 4.9. 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.
- 4.10. GAC shall be activated through thermal processing.

5. CARBON EXCHANGE PROCEDURES AND DELIVERY

- 5.1. 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. The vendor shall provide a list of employees performing the carbon exchanges and their years of experience with their bid package. Supervision by a third-party agent or any other representative shall not be allowed.
- 5.2. 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.
- 5.3. After delivery to the site, but before transfer occurs, Lee County reserves the right to take random test samples of the media.
- 5.4. 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 prior to work being performed.
- 5.5. The Vendor shall be 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 Vendor's trailer.

6. MANUFACTURER DELIVERY ABILITY

- 6.1. Vendor shall maintain a fleet (owned or leased) 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 shall handle 20,000 to 40,000 lb. quantities. The trailers shall be lined with FDA approved lining material for potable water use.

End of Scope of Work and Specifications Section



Procurement Management Department
 2115 Second Street, 1st Floor
 Fort Myers, FL 33901
 Main Line: (239) 533-8881
 Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: March 5, 2024

Solicitation No.: B240091AVR

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.

1. REVISED MINIMUM QUALIFICATIONS REQUIREMENTS

Revisions have been incorporated into the Minimum Qualifications Requirements (Form 7). The Minimum Qualifications Requirements Form has been updated and a new Minimum Qualifications Requirements Form identified as **ADDENDUM 1 - REVISED Minimum Qualifications Requirements**

Minimum Qualifications Requirements has been uploaded to the solicitation webpage on the Lee County Procurement website.

Bidders MUST use the new Minimum Qualifications Requirements Form when submitting their bid. Failure to do so will result in Bidder being deemed non-responsive and therefore ineligible for award.

2. ARTICLE REVISION

5. CARBON EXCHANGE PROCEDURES AND DELIVERY

5.1. The GAC exchange shall be under the direct supervision of ~~GAC manufacturer's~~ an employee, having a ~~minimum of 5 years'~~ experience in performing carbon exchanges. ~~The vendor shall provide a list of employees performing the carbon exchanges and their years of experience with their bid package. Supervision by a third party agent or any other representative shall not be allowed.~~

3. QUESTIONS / ANSWERS

1.	For the subject RFP, for the disposal of the spent GAC are we to reactivate or landfill the media?
Answer	It will not be reactivated and can be disposed of by the contractor.

2.	And also there's mention of supervision on the part of the GAC manufacturer's employee- since we would be supplying the media and the service work but are not the actual manufacturer (Calgon and Norit in this case) would a Newterra employee meet this requirement
Answer	See above for revisions that have been made to article 5.1. The prime vendor shall provide the direct supervision of its employees when exchanging the GAC. Supervision does not come from the manufacturer.

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.

Ana Reynoso
Ana Reynoso
Procurement Analyst Direct Line: 239-533-8850
Lee County Procurement Management

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REVISED Form 7: Minimum Qualifications Requirements

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ADDENDUM 1 - REVISED MINIMUM QUALIFICATION REQUIREMENTS
B240091AVR- Granular Activated Carbon (GAC) and Absorption/Filtration Services- Annual

Vendor(s)/Contractor(s)/Proposer(s) must meet the minimum qualification requirements as specified in the following form to qualify for consideration of award. This form must be completed and returned with the proposal submittal along with any supporting documentation where requested and/or indicated herein.

The County reserves the right, in their sole judgment, to determine to its satisfaction whether the Vendor(s)/Contractor(s)/Proposer(s) has met the minimum qualification requirements as specified herein. The determination shall be based upon the examination of the Minimum Qualification Requirements form and associated supportive documentation (if any requested).

An affirmative determination shall be a prerequisite for award of the contract to the Vendor(s)/Contractor(s)/Proposer(s). A negative determination shall result in disqualification of the proposal, in which event the County shall exclude the proposal from the evaluation or consideration process and therefore deeming the Bidder(s)/Proposer(s) ineligible for award.

CRITERIA 1 – VENDOR SHALL BE EXPERIENCED GAC DISTRIBUTOR: The Prime Vendor must be the distributor for a manufacturer of Granular Activated Carbon (GAC).

Is your company a distributor for a manufacturer of Granular Activated Carbon (GAC)? _____ YES _____ NO

If YES, provide details as requested below:

- o Provide a letter or documentation from the manufacturer that states your firm is a distributor for the manufacturer of Granular Activated Carbon (GAC).

CRITERIA 2 – VENDOR SHALL BE NSF 61 CERTIFIED: The Prime Vendor shall be NSF Certified and have the ability to show documentation of certification.

Is your company NSF Certified? _____ YES _____ NO

If YES, provide details as requested below:

- o Provide proof of NSF 61 certification.

CRITERIA 3 – VENDOR SHALL BE MANAGEMENT SYSTEM CERTIFIED: The Prime Vendor must be a direct Management System Certified and have provided copy of ISO 9001:2015 certificate.

Is your company a ISO 9001:2015 Certified and have been in Business providing such services for a minimum of 5 years? _____ YES _____ NO

VER 01-24-24

REVISED Form 7: Minimum Qualifications Requirements

Page 2 of 2

If YES, provide details as requested below:

- Provide proof of and copy of certification & proof of five years' experience.

CRITERIA 4 – VENDOR SHALL LEASE/OWNED AND MAINTAIN A FLEET OF TRUCKS: The Prime Vendor shall either own or lease a fleet of trucks dedicated to haul Granular Activated Carbon (GAC)

Does your company own or lease the required trucks to perform the scope of work? _____ YES _____ NO

If YES, provide details as requested below:

- Provide proof of truck lease/ownership (i.e., title, registration, etc.)

Authorized Bidder/Proposer Signature

Date:

Authorized Bidder/Proposer Name (Print or Type)

End of Form 7



Procurement Management Department
2115 Second Street, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.lee.gov/procurement

Posted Date: March 12, 2024

Solicitation No.: B240091AVR

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

Subject: Addendum Number 2

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.

1. QUESTIONS/ANSWERS

1.	<ul style="list-style-type: none"> • What is the anticipated service date? • Will all 5 filters be serviced over consecutive days? <ul style="list-style-type: none"> ○ If no, will service to all 5 filters extend over several months or over the 3 year term of the contract?
Answer	There is no anticipated service date at this time. No amount of work is guaranteed and will be done on an as-needed basis over the term of the contract.

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.

Ana Reynoso
Ana Reynoso
Procurement Analyst Direct Line: 239-533-8850
Lee County Procurement Management

**EXHIBIT B
FEE SCHEDULE**

Granular Activated Carbon (GAC) and Absorption/Filtration Services-Annual			
Item #	Description	Unit of Measure	Unit Cost
1	Provide removal, supply, and installation of virgin Granular Activated Carbon (GAC) following all specifications contained herein.	Pounds	\$2.51

PROPERTY	SPECIFIED	PROPOSED
Iodine Number (mg/g). min	900	900 (min)
Volume Iodine (mg/cc)	400 - 525	400 - 525
Moisture, Weight %, max.	2	2
Abrasion Number, min.	75 - 86	78 (min)
Effective size, min	0.8 - 1.0	0.8 - 1.0
Uniformity Coefficient, max.	1.7 - 2.1	2.1 (max)
Ash, weight %, max.	8	10 (max)
Apparent Density, g/cc, min	0.52 - .56	0 .56 g/cc
Larger than No. 8, max.	8% - 15%	15% (max)
Smaller than No. 30, max.	4%	4% (max)
Contact pH, min.	7	7
Hardness, min.	90	90
Trace Capacity Number, min.	10	10

DESCRIPTION	SPECIFICATION OPTIONS	PROPOSED
Source of GAC	Coal or Petroleum	Coal
Location of sourced GAC	USA Location	USA
Location of GAC Manufacturing Location	USA Location	Catlettsburg, KY
Manufacturing Capacity	Pounds Capacity	50MM

EXHIBIT C INSURANCE REQUIREMENTS



Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' 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, 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 FS 440 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."*

Revised 12/02/2022 – Page 1 of 2



Lee County Insurance Requirements

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. **Under the Description of Operations, the following must read as listed:**

“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability.”

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT



**VENDOR BACKGROUND
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: _____

Signature

STATE OF _____
COUNTY OF _____

Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, _____, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: _____
Type of Identification

[Stamp/seal required]

Signature, Notary Public