

John E. Manning
District One

(239) 533-5450

Cecil L. Pendergrass
District Two

September 13, 2013

Larry Kiker
District Three

Tammy Hall
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Calgon Carbon Corporation
Mr. Robert McLaughlin
500 Calgon Carbon Dr
Pittsburgh, PA 15205

Andrea Fraser
Acting County Attorney

Laura B. Belflower
Acting County Hearing Examiner

SUBJECT: Supply of Granular Activated Carbon (GAC) and Adsorption/Filtration Services

ENCLOSURE (1): Executed Copy of Service Provider

Dear Mr. McLaughlin

Enclosed is your executed copy of the Service Provider Agreement for the project known as **"RFP130426 Supply of Granular Activated Carbon (GAC) and Adsorption / Filtration Services"**.

The Contract No. is **6489** and must be on all invoices. This contract is effective August 13, 2013 through August 12, 2014. Upon mutual agreement this contract may be renewed for four additional one year periods.

If you should have any questions, please contact our office at the above number.

Sincerely,
PROCUREMENT MANAGEMENT
Amy Hofschneider
Amy Hofschneider
Procurement Analyst

cc: Chad Denney, LCU
Project File

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this 13 day of August, 2013, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and Calgon Carbon Corporation hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the GRANULAR ACTIVATED CARBON (GAC) PURCHASE AND ADSORPTION/FILTRATION SERVICES, RFP130426 services of said PROVIDER as further described herein, and,

WHEREAS, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

WHEREAS, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated May 30, 2013, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

ARTICLE 2.0 - DEFINITIONS

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the COUNTY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

(2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS.

The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of his experience and judgement shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated ____ 20 , which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

4.3 METHOD OF PAYMENT.

(1) MONTHLY STATEMENTS.

The PROVIDER shall be entitled to submit not more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

(2) PAYMENT SCHEDULE.

The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.02 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", dated _____, 20____, entitled "SCHEDULE OF PERFORMANCE", which EXHIBIT "C" is attached hereto and made a part of this Agreement.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance. Upon receipt of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.03 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

ARTICLE 6.0 - SECURING AGREEMENT

The PROVIDER warrants that the PROVIDER has not employed or retained any company or person other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement and that the PROVIDER has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the PROVIDER any commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated _____ 2003, entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

ARTICLE 10.0 - INSURANCE

10.1 INSURANCE COVERAGE TO BE OBTAINED

(1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverage's described herein and as are required by law to be provided on behalf of their employees and others.

(4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverage's of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverage's.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.

(3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.

(4) Each Certificate of Insurance shall include the following:

(A) The name and type of policy and coverage's provided;

(B) The amount or limit applicable to each coverage provided;

(C) The date of expiration of coverage.

(D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The CONSULTANT shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) 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

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office. 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

Coverage must include the following:

- (A) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(3) BUSINESS AUTOMOBILE 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)
\$ 500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$ 500,000 property damage per accident

*The required minimum limit of liability shown in (2) Commercial General Liability and (3) Business Automobile Liability, 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."

ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, all of the above documents to the extent requested by the COUNTY shall be delivered to the COUNTY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use.

ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the COUNTY.

ARTICLE 15.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments hereto, constitutes the entire Agreement between the parties hereto.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services" dated August 13, 2013.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated August 13, 2013.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance" dated August 13, 2013.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and SubContractor(s)", dated August 13, 2013
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated August 13, 2013.
- (6) EXHIBIT "F" entitled "Amendment to Articles", dated August 13, 2013.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

ARTICLE 17.0 - NOTICES AND ADDRESS

17.1 NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the COUNTY shall be in writing and shall be given by the United States Postal Service to the following COUNTY address of record:

Lee County Board of County Commissioners
PO Box 398
Ft Myers FL 33902-0398
Attention:

17.2NOTICES BY AUTHORITY TO PROVIDER All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

Firm Calgon Carbon Corporation
Address Line 1 500 Calgon Carbon Dr
Address Line 2
Phone/Fax : 412-787-6810 / 412-787-6682
Attention: Robert A. McLaughlin
Email : nsullivan@calgoncarbon-us.com

17.3CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER. If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the COUNTY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

ARTICLE 19.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

ARTICLE 20.00 – SEVERABILITY

If any word, phrase, sentence, part, subsection, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

ARTICLE 21.00 – VENUE

Venue for any administrative and/or legal action arising under this Agreement shall be in Lee County, Florida.

ARTICLE 22.00 – NO THIRD PARTY BENEFICIARIES

Both parties explicitly agree, and this Agreement states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 23.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT
Linda Doggett, Clerk

BOARD OF COUNTY COMMISSIONERS

BY: Marcia Wilson

BY: [Signature]
BOCC, Chair

DATE: 9-12-13

APPROVED AS TO FORM

BY: [Signature]
County Attorney's Office



ATTEST:

Calgon Carbon Corporation

Firm

Marcy J. Sullivan
(Witness)

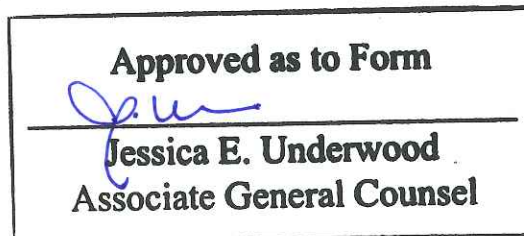
BY: [Signature]
(Authorized Signature)

Heidi Ruddy
(Witness)

Robert P. O'Brien/Ex. Vice President & C.O.O.
(Printed Name & Title)

DATE: August 26, 2013

CORPORATE SEAL:



John E. Manning
District One

(239) 533-5450

Cecil L. Pendergrass
District Two

Larry Kiker
District Three

Tammy Hall
District Four

Frank Mann
District Five

Doug Meurer
*Interim County
Manager*

Andrea Fraser
Acting County Attorney

Diana M. Parker
*County Hearing
Examiner*

May 15, 2013

SOLICITATION NO.: RFP130426

SUBJECT: ADDENDUM NUMBER ONE

REFERENCE: **SUPPLY OF GRANULAR ACTIVATED CARBON (GAC)
AND ADSORPTION/FILTRATION SERVICES**

The following changes shall become a part of the Proposal Documents and shall be as binding as if contained therein:

QUESTIONS & ANSWERS

Q1: Could you please let me know an estimated time frame for GAC installation and service? Will it all be installed at once? Or will the filters be installed at different times?

A1: We say in the specifications that only one filter can be taken out of service at a time. In saying that, in the past it has typically taken less than two weeks to do all five stacks. This is working Monday through Friday only. And at times it has been done in five days. We want it done every two years in February or March, starting in 2014.

Q2: I would like to propose your water authority with an equivalent product to what's specified on your bid document. The solicitation states the only accepted manufactures for the GAC media is Norit or Calgon products. I would kindly like to request a change in specifications on this solicitation without restrictions of manufacturing origin and accepting bids from vendors who proposes and equivalent product that meets the specifications outlined.

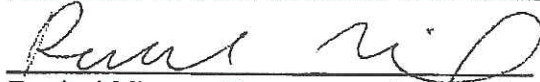
A2: Equals to the stated brands/products that meet all requirements of the current specification will be considered.

Q3: The solicitation states that the spent media to be reactivated at the suppliers facility and no third party facility is allowed for reactivation. Since no reactivated media is been used for your application or filters, I would like to obtain the authority to send your waste to a third party facility for reactivation. We would obtain applicable documentation and certificates to show proper disposal of waste according to state and federal regulations.

A3: Specifications will not change in regards to the vendor providing new GAC and the installation into the GAC units at Olga. Please bid as specified. Alternative ways to handle spent GAC will be considered after award.

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

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



Rachel Mixson, Procurement Analyst
Lee County Procurement Management



RFP130426
ADDENDUM 2

PAGE 1

LEE COUNTY

SOUTHWEST FLORIDA
BOARD OF COUNTY COMMISSIONERS

(239) 533-5450

John E. Manning
District One

Cecil L. Pendergrass
District Two

Larry Kiker
District Three

Tammy Hall
District Four

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District Five

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Interim County
Manager

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Acting County Attorney

Diana M. Parker
County Hearing
Examiner

May 21, 2013

SOLICITATION NO.: RFP130426

SUBJECT: ADDENDUM NUMBER TWO

REFERENCE: **SUPPLY OF GRANULAR ACTIVATED CARBON (GAC) AND ADSORPTION/FILTRATION SERVICES**

The following changes shall become a part of the Proposal Documents and shall be as binding as if contained therein:

ITEM NO. 1

Page 14, Item No. 1, Carbon Exchange Procedures (Page 14A)

NEW LANGUAGE The GAC exchange shall be under the direct supervision of a person who has a minimum of 5 years experience in performing carbon exchanges in the same type of vessels being used at the Olga Water Plant. Proof of the 5 years experience shall be submitted with the bid documents.

ITEM NO. 2

Page 16, Item a, Criteria 2 – Bidder's Qualifications (Page 16A)

NEW LANGUAGE Bids will be accepted from a third party as long as the GAC product meets specifications. All other specifications will be met from the third party bidder as well.

To accept a third party bid Lee County Utilities will need documented proof from the actual GAC manufacture stating that they will sell this GAC to the third party and still warranty their product.

To accept a third party bid Lee County Utilities will need documented proof from the actual GAC manufacture that they approve of the way the third party will transport and install the GAC at the Olga Water Plant.

ITEM NO. 3

Page 16, Item c, Criteria 2 – Bidder's Qualifications (Page 16A)

NEW LANGUAGE Provide information on how and where the spent carbon will be taken for reactivation or disposal. Lee County Utilities prefers that the GAC be reactivated as opposed to just thrown away. The price for GAC will include this reactivation/disposal.

P.O. Box 398, Fort Myers, Florida 33902-0398 (239) 533-2111

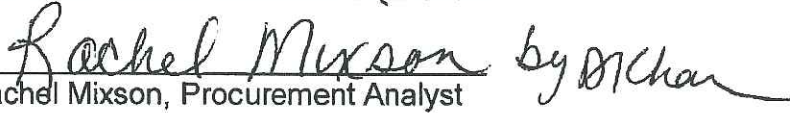
lee-county.com

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

RFP130426
ADDENDUM 2
PAGE 2

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

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



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Lee County Procurement Management

- a. 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.

CARBON EXCHANGE PROCEDURES

1. The GAC exchange shall be under the direct supervision of a person who has a minimum of 5 years experience in performing carbon exchanges in the same type of vessels being used at the Olga Water Plant. Proof of the 5 years experience shall be submitted with the bid documents.
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.
3. After delivery to the site, but before transfer occurs, Lee County reserves the right to take random test samples of the media.
4. The preferred method for spent carbon removal is to be completed hydraulically using the reduction method.
5. The Contractor shall indemnify and hold harmless the owner for any liability that may arise after the spent GAC is loaded onto the contractor's trailers and signed for by the Contractor at the owner's facility.
6. The Contractor is responsible for complete disposal of the spent carbon in accordance with all local, state and federal requirements. The Contractor assumes ownership of the spent carbon when it is loaded into the Contractor's trailer.

All proposals must be made on the basis of the specification contained herein.

Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

COUNTY INTERPRETATION/ADDENDA

No interpretation or clarification of the meaning of the proposal documents will be binding if made to any Proposer orally. Every such request must be in writing, addressed to **Rachel Mixson**, and received no later than **Enter date and time**.

MANDATORY PRE-PROPOSAL REQUIREMENTS

Each proposer must visit the site and must inform themselves of all existing conditions. Proof of site visitation is mandatory and will be accounted for by sign-in at mandatory pre-proposal meeting. Proposers showing up after the meeting begins will not be allowed to sign in. Representative conducting site inspection at pre-proposal must be an employee of the bidder. Sign in will be acknowledgement of this requirement.

CRITERIA 2 - BIDDER'S QUALIFICATIONS (Maximum Points: 30)

- a. Bids will be accepted from a third party as long as the GAC product meets specifications. All other specifications will be met from the third party bidder as well

To accept a third party bid Lee County Utilities will need documented proof from the actual GAC manufacture stating that they will sell GAC to the third party and still warranty their product.

To accept a third party bid Lee County Utilities will need documented proof from the actual GAC manufacturer that they approve of the way the third party will transport and install the GAC at the Olga Water Plant.

- b. Bidders shall have a minimum of 10 years experience manufacturing and shall submit proof via a Manufacturer's Certificate and/or an Affidavit of Compliance.
- c. Provide information on how and where the spent carbon will be taken for reactivation or disposal. Lee County Utilities prefers that the GAC be reactivated as opposed to just thrown away. The price for GAC will include this reactivation/disposal.
- d. The manufacture must supply evidence of their ability to deliver the GAC in a timely and proper manner. Please provide a list of equipment to be used when performing the required change out. Manufacture must maintain a fleet (own and operate) 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.
- e. Bidder shall submit resumes of supervisors capable of performing carbon exchanges, indicating qualifications, years of experience and location.
- f. 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. A copy of the valid certificate must be submitted with bid.

CRITERIA 3 - PRODUCT QUALIFICATIONS (Maximum Points: 18)

- a. Data showing successful application of the GAC in municipal water plants including turbidity and organic contamination shall be submitted with proposal.
- b. Proposer shall indicate the physical properties have been met by providing the information on Exhibit A – GAC Physical Properties
- c. Proposer shall indicate the source of coal, carbon manufacturing location, the agglomeration/thermal process and capacity of the manufacturing facility. Lee County reserves the right to inspect the GAC manufacturing and thermal processing facility. Proposer shall indicate the location of the reactivation facility to be used to send spent carbon. This information shall be provided on Exhibit B – Manufacturing and Reactivation Facilities.
- d. Proposer shall submit a detailed description for carbon exchange procedure.

CRITERIA 4 – REFERENCES (Maximum Points: 20)

- a. Bidder must provide three (3) current references for which the bidder has provided services as noted above. References shall be provided on Exhibit C – References.

CRITERIA 5 – PRICE (Maximum Points: 14)

- a. Prices shall be provided on the price proposal form.
- b. Bidder is to provide a simple unit price including product cost, delivery cost, installation of virgin GAC, removal and disposal of spent GAC and sample analysis.
- c. All unit prices and all lump sum prices in the bid proposal shall include all applicable fees, cost and tax (if any) relating to the project. The successful bidder will not be responsible for real property tax on the property, including the site of the project in addition to local taxes assessed.

Following the initial evaluation process, the highest ranking Proposer may be required to complete an additional questionnaire regarding more specific processes and capabilities, as well as provide additional pricing information. In addition, Proposer may be required to provide an on-site interview and/or system demonstration as it relates to requested and/or proposed services.

Proposals deemed to meet all minimum RFP requirements will be scored based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each proposal, and the proposals will be rank ordered, based upon the Proposer(s) submitted written materials.

SELECTION/AWARD PROCESS

Appropriate County staff may prepare a slate of finalists in order of ranking to present to the Board of County Commissioners. Upon approval from the Board, the award and executed Contract(s) will be issued. If a satisfactory Contract(s) cannot be issued in a reasonable amount of time, the County, in its sole discretion, may terminate award with the selected Contractor(s) and proceed with award to the next finalist.

NOTE: Proposed meeting dates are posted on the Procurement Management web page at www.lee-county.com/procurementmanagement (Projects, Award Pending).

TERM OF AWARD

If awarded, the terms of this solicitation shall be in effect for one year. The County reserves the right to renew this quote (or any portion thereof) and to negotiate lower pricing as a condition for each renewal, for up to four additional one-year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions.

LOCAL BIDDER'S PREFERENCE

Note: In order for your firm to be considered for the local vendor preference, you must complete and return the attached "Local Vendor Preference Questionnaire" with your quotation.

The Lee County Local Bidder's Preference Ordinance No. 08-26 is being included as part of the award process for this project. As such, Lee County at its sole discretion, may choose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3 % of the total amount quoted by that firm.

"Local Contractor / Vendor" shall mean: a) any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee/Collier County, Florida; or b) any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive three (3) years, and that has the personnel, equipment and materials located within the boundaries of Lee/Collier County sufficient to constitute a present ability to perform the service or provide the goods.

The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and fitness of all persons, firms, partnerships, companies or corporations submitting formal bids or formal quotes in any procurement for goods or services when making an award in the best interests of the County.

MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

AGREEMENTS/CONTRACTS

The awarded vendor will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.lee-county.com/gov/dept/ProcurementManagement/contracts/Pages/Forms.aspx>.

LEE COUNTY, FLORIDA
PROPOSAL PRICE FORM
FOR
SUPPLY OF GRANULAR ACTIVATED CARBON (GAC) AND ADSORPTION / FILTRATION
SERVICES

DATE SUBMITTED: May 30, 2013

VENDOR NAME: Calgon Carbon Corporation

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

The undersigned acknowledges

receipt of Addenda numbers: No. 1 dated 5/15 and No. 2 dated 5/21

Vendor attended mandatory pre-proposal at the site and has informed themselves of all existing conditions. Representative conducting site inspection at the pre-proposal was an employee of the vendor. The undersigned acknowledges meeting this requirement.

Bidder is to provide a simple unit price including product cost, delivery cost, installation of virgin GAC, removal and disposal of spent GAC and sample analysis.

All unit prices and all lump sum prices in the bid proposal shall include all applicable fees, cost and tax (if any) relating to the project. The successful bidder will not be responsible for real property tax on the property, including the site of the project in addition to local taxes assessed.

Product Name	Calgon Carbon's Type Filtrasorb 300M
Price per pound in place	\$1.68/lb
	x 100,000 Pounds
Total lump sum	\$168,000

TO BE (DELIVERED/COMPLETED/STARTED) WITHIN 30 CALENDAR DAYS
AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Is your firm interested in being considered for the Local Vendor Preference?

Yes _____ No X

If yes, then read the paragraph entitled "Local Vendor Preference" included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

WILL YOU DELIVER WITH YOUR OWN VEHICLE AS OPPOSED TO COMMON CARRIER?

YES X NO _____

Proposers should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the proposal may be grounds to reject the proposal.

Are there any modifications to the proposal or specifications?

Yes _____ No X

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the proposer being declared nonresponsive or to have the award of the proposal rescinded by the County.

MODIFICATIONS:

Proposer shall submit his/her proposal on the County's Proposal Price Form, including the firm name and authorized signature. Any blank spaces on the Proposal Price Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on Lee County's Form may result in the Proposer/Proposal being declared non-responsive by the County.

ANTI- COLLUSION STATEMENT

THE BELOW SIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO A PROPOSAL WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE).

FIRM NAME Calgon Carbon Corporation

BY (Printed): Robert A. McLaughlin

BY (Signature): 

TITLE: Vice President Municipal

FEDERAL ID # OR S.S.# 25-0530110

ADDRESS: 500 Calgon Carbon Drive

Pittsburgh, PA 15205

PHONE NO.: 412-787-6810

FAX NO.: 412-787-6682

CELLULAR PHONE/PAGER NO.: _____

DUNS#: 00-4319810

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: _____

E-MAIL ADDRESS: nsullivan@calgoncarbon-us.com

DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____ Yes ☒ No

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
SUPPLY OF GRANULAR ACTIVATED CARBON (GAC) AND ADSORPTION / FILTRATION
SERVICES**

SCOPE

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. Perform an inspection of the inside of the vessels. If minor repairs are needed Lee County will perform them, under the contractor's supervision. If any major work is required the contractor will give the County a firm bid. A Purchase Order will be issued to fix the problem. Should the major or minor repairs cause a time delay in unloading or loading the GAC Lee County will not be held responsible for any cost incurred due to the time delay.
4. 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 will be paid for by the contractor.
5. Safety
 - a. The Contractor 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 contractor supplied personnel on-site to conform to all emergency requirements.
6. Contactor's Schedule
 - a. The Contractor shall supply the County with a schedule of activities (trucking schedule), 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.

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)

1. 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 will be considered.
2. The GAC shall be manufactured in the United States of America.
3. 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.
4. The GAC shall comply with AWWA B-604-05 or the latest revision.
5. The GAC shall comply with NSF 61.
6. The GAC shall conform to Food Chemical Codex when tested under the conditions of the test outlined in the Food Chemical Codex, Third Edition.
7. 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 will not be accepted. Lignite, peat, wood, coconut, sub-bituminous based or direct activated GAC will not be accepted.
8. 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.
9. 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

- 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.

CARBON EXCHANGE PROCEDURES

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 or agent is not 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.
3. After delivery to the site, but before transfer occurs, Lee County reserves the right to take random test samples of the media.
4. The preferred method for spent carbon removal is to be completed hydraulically using the reduction method.
5. The Contractor shall indemnify and hold harmless the owner for any liability that may arise after the spent GAC is loaded onto the contractor's trailers and signed for by the Contractor at the owner's facility.
6. The Contractor is responsible for complete disposal of the spent carbon in accordance with all local, state and federal requirements. The Contractor assumes ownership of the spent carbon when it is loaded into the Contactor's trailer.

All proposals must be made on the basis of the specification contained herein.

Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

COUNTY INTERPRETATION/ADDENDA

No interpretation or clarification of the meaning of the proposal documents will be binding if made to any Proposer orally. Every such request must be in writing, addressed to **Rachel Mixson**, and received no later than **Enter date and time**.

MANDATORY PRE-PROPOSAL REQUIREMENTS

Each proposer must visit the site and must inform themselves of all existing conditions. Proof of site visitation is mandatory and will be accounted for by sign-in at mandatory pre-proposal meeting. Proposers showing up after the meeting begins will not be allowed to sign in. Representative conducting site inspection at pre-proposal must be an employee of the bidder. Sign in will be acknowledgement of this requirement.

EVALUATION PROCESS AND CRITERIA

Proposals will be evaluated on the basis of the response to all requirements in this RFP. The County shall use the following criteria in its evaluations and comparisons of Proposer. No inference is to be drawn concerning relative importance of criteria based on the order presented.

Contract award shall be made to the responsible Proposer whose proposal is most advantageous to the County, taking into consideration the applicable evaluation criteria set forth below. Please note, however, that the listing of fees as an evaluation criterion does not require the County to select the Proposer with the lowest fee proposal. The proposer achieving the most points will be considered for recommendation of award to the board of county commissioners.

The following criteria are listed in random order, not in order of importance.

Responses will be evaluated on the basis of responsiveness to the questions and requirements in this RFP by an evaluation panel using the following criteria:

- CRITERIA 1 – SAMPLES (Maximum Points: 18)** 2# Sample of Calgon Carbon's Type F300M Sent 5/29 – UPS – 1Z 292 143 07 5277 3018 (Tracking#)
- a. Samples shall be submitted to the County prior to the bid date. Samples shall be no less than 2 lb. and shall be accompanied with a Certificate of Analysis and shall include the parameters listed below. SEE ATTACHED COA

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, mm	0.8 – 1.0
Uniformity Coefficient, max.	1.7 - 2.1
Ash, weight %, max.	8
Apparent Density, g/cc, min	.52 - .56
Larger than No. 8, max.	8% - 15%
Smaller than No. 30, max.	4%
Contact pH, min.	7
Hardness, min.	90
Trace Capacity Number, min	10

- b. The Certificate of Analysis shall certify that the GAC sample shipped to the site is virgin carbon and in full compliance with the specifications stated herein.
- c. The samples will be sent to the Lee County Procurement Management located at 1825 Hendry St. 3rd floor Fort Myers, FL 33901.



Customer Number:

**LEE COUNTY UTILITIES –
LEE COUNTY BOARD OF COUNTY COMMISS.
1825 HENDRY ST, 3rd FLOOR
FORT MYERS, FL 33901**

Attention: Rachel Mixson

Customer Specific Information
Material:

Certificate of Analysis

Date: 05/29/2013
Sample No.: 2013529-171
Ship Date: 05/29/2013
For: Sealed Bid – RFP130426 due 06/04/13 @
2:30 p.m.
Page 1 of 1



Material: FILTRASORB 300 M SAMPLE

**This Carbon is Tested and
Certified by NSF International
against NSF/ANSI Standard 61
for material requirements only.**

2 SAMPLES

Specification	Unit	Value	Lower Limit	Upper Limit
IODINE NUMBER TM4/ASTM D4607	mg/g	929	900	---
MOISTURE TM1 / ASTM D2867	%	2	---	2
ABRASION NUMBER TM9	Unit	96	78	---
APPARENT DENSITY TM7	g/cc	0.63	0.53	---
EFFECTIVE SIZE TM47/ASTMD2862	mm	0.8	0.8	1.0
UNIFORMITY COEFFICIENT TM47	Unit	2.0	---	2.1
TRACE CAPACITY NUMBER TM79	mg/cc	12	10	---
US SIEVE SERIES ON 8	%	4	---	15
US SIEVE SERIES -30 MESH	%	2	---	4

Sealed Bid for: RFP130426 due 06/04/2013 @ 2:30 p.m.

COA Contact: Elizabeth Epling
Phone: 606-739-2307

Technical Questions: Fred Caudill, QA Manager
Phone: 606-739-2318

CRITERIA 2 - BIDDER'S QUALIFICATIONS (Maximum Points: 30)

- a. Bids will only be accepted from manufacturers.
- b. Bidders shall have a minimum of 10 years experience manufacturing and shall submit proof via a Manufacturer's Certificate and/or an Affidavit of Compliance.
- c. The bidder shall certify that it is the owner and operator of a reactivation facility.
- d. The manufacture must supply evidence of their ability to deliver the GAC in a timely and proper manner. Please provide a list of equipment to be used when performing the required change out. Manufacture must maintain a fleet (own and operate) 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.
- e. Bidder shall submit resumes of supervisors capable of performing carbon exchanges, indicating qualifications, years of experience and location.
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- a. Data showing successful application of the GAC in municipal water plants including turbidity and organic contamination shall be submitted with proposal.
- b. Proposer shall indicate the physical properties have been met by providing the information on Exhibit A – GAC Physical Properties
- c. Proposer shall indicate the source of coal, carbon manufacturing location, the agglomeration/thermal process and capacity of the manufacturing facility. Lee County reserves the right to inspect the GAC manufacturing and thermal processing facility. Proposer shall indicate the location of the reactivation facility to be used to send spent carbon. This information shall be provided on Exhibit B – Manufacturing and Reactivation Facilities.
- d. Proposer shall submit a detailed description for carbon exchange procedure.

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- a. Bidder must provide three (3) current references for which the bidder has provided services as noted above. References shall be provided on Exhibit C – References.

CRITERIA 5 – PRICE (Maximum Points: 14)

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- b. Bidder is to provide a simple unit price including product cost, delivery cost, installation of virgin GAC, removal and disposal of spent GAC and sample analysis.

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NOTE: Proposed meeting dates are posted on the Procurement Management web page at www.lee-county.com/procurementmanagement (Projects, Award Pending).

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The Lee County Local Bidder's Preference Ordinance No. 08-26 is being included as part of the award process for this project. As such, Lee County at its sole discretion, may choose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3 % of the total amount quoted by that firm.

"Local Contractor / Vendor" shall mean: a) any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee/Collier County, Florida; or b) any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive three (3) years, and that has the personnel, equipment and materials located within the boundaries of Lee/Collier County sufficient to constitute a present ability to perform the service or provide the goods.

The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and fitness of all persons, firms, partnerships, companies or corporations submitting formal bids or formal quotes in any procurement for goods or services when making an award in the best interests of the County.

MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

AGREEMENTS/CONTRACTS

The awarded vendor will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.lee-county.com/gov/dept/ProcurementManagement/contracts/Pages/Forms.aspx> .

EXHIBIT A**GAC PHYSICAL PROPERTIES**

CCC's Type F300M

Property	Specified	Proposed
Iodine Number (mg/g). min	900	900 min
Volume Iodine (mg/cc)	400 - 525	Not a test spec but should meet
Moisture, Weight %, max.	2	2 max
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	Typical: 8% max
Apparent Density, g/cc, min	0.52 - .56	0.53 min
Larger than No. 8, max.	8% - 15%	15 max
Smaller than No. 30, max.	4%	4 max
Contact pH, min.	7	Not a test spec but should meet
Hardness, min.	90	Not a test spec but should meet
Trace Capacity Number, min.	10	10 min



SALES SPECIFICATION SHEET
FILTRASORB 300 M
Granular Activated Carbon

Test	Specification		Calgon Carbon Test Method
	Min	Max	
IODINE NUMBER, mg/g	900	-	TM-4,ASTM D4607
MOISTURE (AS PACKAGED), wt%	-	2	TM-1,ASTM D2867
ABRASION NUMBER	78	-	TM-9,AWWA B604
DENSITY (APPARENT), g/cc	0.53	-	TM-7,ASTM D2854
EFFECTIVE SIZE, mm	0.8	1.0	TM-47,ASTM D2862
UNIFORMITY COEFFICIENT	-	2.1	TM-47,ASTM D2862
TRACE CAPACITY NUMBER (TCN), mg cc	10	-	TM-79,TM-85 (converted to TCN)
8 US MESH [2.36 mm], wt%	-	15	TM-8,ASTM D2862
< 30 US MESH [0.600 mm] (PAN), wt%	-	4	TM-8,ASTM D2862

Typical Properties:

This product complies with ANSI/AWWA B604 (2005) – Granular Activated Carbon.

This product complies with the requirements for activated carbon as defined by the Food Chemicals Codex (FCC) (8th Edition) published by the U.S. Pharmacopela.

This product is produced under supervision of the Islamic Food and Nutrition Council of America (IFANCA).

This product is prepared under the supervision of the Kashruth Division of the Orthodox Union and is Kosher.

Only products bearing the NSF Mark are Certified to NSF/ANSI 61 - Drinking Water System Components - Health Effects standard. Certified Products will bear the NSF Mark on packing or documentation shipped with the product.

Calgon Carbon Corporation's activated carbon products are continuously being improved and changes may have taken place since this publication went to press. (1974-02/05/2013)

EXHIBIT B**MANUFACTURING AND REACTIVATION FACILITIES**

Source of Coal	Domestic - Mined and Manufactured in USA
Carbon Manufacturing Location	Catlettsburg, KY
Agglomeration/Direct of Chemical Activation Process	Reagglomeration process
Manufacturing Capacity	300M
Reactivation Facility Location	Catlettsburg, KY Gila Bend, AZ Columbus, OH Neville Island, PA

EXHIBIT C**REFERENCES**

Account: City of Tallahassee
City/State: Tallahassee, FL
Contact: Jane Clark
Phone No.: 850-891-6123
Email: Jane.Clark@talgov.com
GAC Supplied: Calgon Carbon's Type Filtrasorb 300
Carbon Transfer Service Provided: YES / NO (Circle one)
Laboratory Service Provided: YES / NO (Circle one)

Account: Jericho Water District
City/State: Syosset, NY
Contact: Peter Logan
Phone No.: 516-921-8280
Email: jwdplogan@optonline.net
GAC Supplied: Filtrasorb 300 AR
Carbon Transfer Service Provided: YES / NO (Circle one)
Laboratory Service Provided: YES / NO (Circle one)

Account: City of New Brighton
City/State: New Brighton, MN
Contact: Ann Phares
Phone No.: 952-832-2663
Email: aphares@barr.com
GAC Supplied: Filtrasorb 400
Carbon Transfer Service Provided: YES / NO (Circle one)
Laboratory Service Provided: YES / NO (Circle one)



Major 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)
 \$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."***

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. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

NOT APPLICABLE. CALGON CARBON IS NOT A LOCAL VENDOR.



LEE COUNTY
SOUTHWEST FLORIDA

Lee County Ordinance No. 08-26
Local Bidder's Preference

AFFIDAVIT
PRINCIPAL PLACE OF BUSINESS

☐

Principal place of business is located within the boundaries of Lee County.

Company Name: _____

Signature

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of

_____, 20____, by _____ who has produced

(Print or Type Name)

_____ as identification.

(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

ATTACHMENT A
LOCAL VENDOR PREFERENCE QUESTIONNAIRE
(LEE COUNTY ORDINANCE NO. 08-26)

Instructions: Please complete either Part A or B whichever is applicable to your firm

PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE/COLLIER COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee/Collier County)

1. What is the physical location of your principal place of business that is located within the boundaries of Lee/Collier County, Florida?

2. What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)

PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED WITHIN LEE/COLLIER COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE/COLLIER COUNTY (Please complete this section.)

1. How many employees are available to service this contract? 15 Field Service
 Personnel

2. Describe the types, amount and location of equipment you have available to service this contract.

We have service centers in LA and PA. We have a fleet of 15 hopper trucks
at our KY plant to service this account. Our fleet trailers have all the proper
hoses, fittings and equipment onboard to properly perform the carbon exchange.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

3. Describe the types, amount and location of material stock that you have available to service this contract.

Calgon Carbon has sufficient amount of product to service Lee County
for this contract. Product will be shipped from Huntington, WV warehouse
in hopper trailers for carbon exchange ARO.

4. Have you provided goods or services to Lee County on a regular basis for the preceding, consecutive three years?

Yes x No

If yes, please provide your contractual history with Lee County for the past three, consecutive years. Attach additional pages if necessary.

Calgon Carbon was awarded the bid in October of 2007 and was able
to extend the contract with two extensions which expired in Jan 2013.

CALGON CARBON IS AN EEO EMPLOYER. FOR THIS PROJECT CALGON CARBON WILL UTILIZE ITS OWN FIELD SERVICE EMPLOYEES AND USE ITS OWN FLEET OF TRUCKS. PLEASE SEE OUR "GOOD FAITH" EFFORT STATEMENT AND OUR EEO FORM.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

NOTE: This form must be signed by the person who will sign, or has signed the Proposal/Quote Form. This form will become part of the contract documents.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____


SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

TOTAL VALE OF ALL DBE/MINORITY/WOMEN SUBCONTRACT WORK: \$ 0.00

ESTIMATED TOTAL PERCENT (%) TO BE UTILIZED: -0- %

Calgon Carbon Corporation
CONTRACTOR NAME


SIGNATURE
Robert A. McLaughlin/
Vice President Municipal

May 30, 2013
DATE

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: RFPI30426 PROJECT NAME: Supply of GAC and Adsorption/Filtration Ser

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Robert A. McLaughlin Company Name: Calgon Carbon Corporation
Signature Title Date

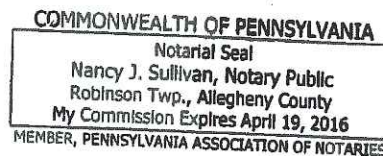
STATE OF Pennsylvania
COUNTY OF Allegheny

The foregoing instrument was signed and acknowledged before me this 30th day of May 2013, by Robert A. McLaughlin who has produced
(Print or Type Name)
XXXXXXXXXXXX as identification to me
(Type of Identification and Number)

Nancy J. Sullivan
Notary Public Signature

Nancy J Sullivan
Printed Name of Notary Public

April 19, 2016
Notary Commission Number/Expiration



The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**



P.O. BOX 717 · PITTSBURGH, PA 15230 · (412) 787-6700

Phone: (412) 787-6810

Fax: (412) 787-6682

GOOD FAITH EFFORT STATEMENT

Calgon Carbon Corporation, based in Pittsburgh, Pennsylvania, is the sole source manufacturer of the Filtrasorb 300M quoted herein, and pursuant to your solicitation will supply such Granular Activated Carbon to your site for a carbon exchange in one of our Fleet owned hopper trucks.

Calgon Carbon Corporation is an Equal Opportunity Employer (as per the attached EEO report).

The only area that Calgon Carbon might employ an MBE or WBE firm for this contract would be in the area of transportation. Calgon Carbon maintains an ongoing file of potential MBE or WBE firms in the area of transportation. To date no MBE or WBE participation has been possible for this specialized supply. (See attached MBE information).

Signature:

A handwritten signature in blue ink, appearing to read "Robert A. McLaughlin", written over a horizontal line.

Name:

Robert A. McLaughlin

Title:

Vice President Municipal

Date:

May 30, 2013

NO= K086096
U= K086096

EQUAL EMPLOYMENT OPPORTUNITY
2012 EMPLOYER INFORMATION REPORT
CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION

SECTION C - TEST FOR FILING REQUIREMENT

1. CALGON CARBON CORPORATION
400 HIGHTOWER BLVD
PITTSBURGH, PA 15205

2a. CALGON CARBON CORPORATION
400 HIGHTOWER BLVD
PITTSBURGH, PA 15205

1-Y 2-N 3-Y DUNS NO.:004319810

c. Y

SECTION E - ESTABLISHMENT INFORMATION

NAICS:

SECTION D - EMPLOYMENT DATA

OB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO											OVERALL TOTALS	
	MALE	FEMALE	***** MALE *****							***** FEMALE *****					
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE		TWO OR MORE RACES
EXECUTIVE/SR OFFICIALS & MGRS	0	0	8	0	0	0	0	0	0	2	0	0	0	0	0
FIRST /MID OFFICIALS & MGRS	3	0	94	3	0	4	0	0	0	24	0	0	0	0	0
PROFESSIONALS	1	3	100	1	0	3	0	0	0	33	1	0	1	0	0
TECHNICIANS	0	0	16	4	0	1	0	0	0	13	2	0	0	0	0
SALES WORKERS	1	0	22	2	1	0	0	0	0	4	0	0	0	0	0
ADMINISTRATIVE SUPPORT	0	1	11	0	0	0	0	0	0	36	1	0	0	0	0
CRAFT WORKERS	4	0	152	13	0	0	0	0	2	1	0	0	0	0	0
OPERATIVES	1	0	166	16	0	0	0	0	0	5	0	0	0	0	1
LABORERS & HELPERS	0	0	11	3	0	0	0	0	0	1	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	10	4	580	42	1	8	0	0	2	119	4	0	1	0	1
PREVIOUS REPORT TOTAL	8	3	542	37	1	7	0	0	0	110	4	0	1	0	0

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 08/01/2012 THRU 08/31/2012
SECTION G - CERTIFICATION

CERTIFYING OFFICIAL:
EO-1 REPORT CONTACT PERSON:
MAIL: sllier@calgoncarbon-us.com

SANDRA LILLER
SANDRA LILLER

TITLE: CORPORATE HR MANAGER
TITLE: CORPORATE HR MANAGER
TELEPHONE NO: 4127874516

CERTIFIED DATE[ESTJ: 09/28/2012 08:55 AM

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your bid proposal. Please check off each of the following items as the necessary action is completed:

- ☒ 1. The Solicitation has been signed and with corporate seal (if applicable).
- ☒ 2. The Solicitation prices offered have been reviewed (if applicable).
- ☒ 3. The price extensions and totals have been checked (if applicable).
- ☒ 4. Substantial and final completion days inserted (if applicable).
- ☒ 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- ☒ 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- ☒ 7. All modifications have been acknowledged in the space provided.
- ☒ 8. All addendums issued, if any, have been acknowledged in the space provided.
- ☐ N/A 9. Licenses (if applicable) have been inserted.
- ☐ N/A 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- ☒ 11. Contractor's Qualification Questionnaire and Lee County Contractor History (if applicable).
- ☒ 12. DBE Participation form completed and/or signed or good faith documentation.
- ☐ N/A 13. Bid Bond and/or certified Check, (if required) have been submitted with the Solicitation in amounts indicated.
- ☒ 14. Any Delivery information required is included.
- ☒ 15. Affidavit Certification Immigration Signed and Notarized
- ☐ N/A 16. Local Bidder Preference Affidavit (if applicable)
- ☒ 17. The mailing envelope has been addressed to:

MAILING ADDRESS	PHYSICAL ADDRESS
Lee County Procurement Mgmt.	Lee County Procurement Mgmt.
P.O. Box 398	1825 Hendry St 3 rd Floor
or	
Ft. Myers, FL 33902-0398	Ft. Myers, FL 33901
- ☒ 18. The mailing envelope **MUST** be sealed and marked with:
Solicitation Number
Opening Date and/or Receiving Date
- ☒ 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)
- ☐ N/A 20. If submitting a "NO BID" please write Solicitation number here _____
and check one of the following:
☐ Do not offer this product ☐ Insufficient time to respond.
☐ Unable to meet specifications (why)
☐ Unable to meet bond or insurance requirement.
Other: _____

Company Name and Address:

LEE COUNTY
PROFESSIONAL SERVICE AGREEMENT/SERVICE PROVIDER AGREEMENT
INVOICE STATEMENT

CN No.: _____ Contract No.: _____ Date: _____
Payment No.: _____ (☐ W.I.P.P. ☐ Final) for Period _____ to _____ Project No.: _____

Project Name: _____

Attachments ☐ Yes ☐ No

PAYEE: Consultants Name: _____

Mailing Address: _____

City & State _____ ZIP CODE _____

Deliver Warrant: _____ Special Instructions - If Other than Mail _____

INSTRUCTIONS

Warrant will be mailed to Consultant's mailing address given, unless special instructions are provided to the immediate left of these instructions.

CONTRACTUAL FINANCIAL DATA

ORIGINAL PSA/SPA Amount

PLUS:	Change Order # _____	dated _____	\$ _____	\$ _____
	Change Order # _____	dated _____	\$ _____	
	Change Order # _____	dated _____	\$ _____	
	S.T.A. # _____	dated _____	\$ _____	
	S.T.A. # _____	dated _____	\$ _____	
	S.T.A. # _____	dated _____	\$ _____	

Total Change Orders/S.T.A. ADDING to cost of Agreement \$ _____

LESS:	Change Order # _____	dated _____	\$ _____
	Change Order # _____	dated _____	\$ _____
	Change Order # _____	dated _____	\$ _____
	S.T.A.# _____	dated _____	\$ _____
	S.T.A. # _____	dated _____	\$ _____
	S.T.A. # _____	dated _____	\$ _____

Total Change Orders/S.T.A. SUBTRACTING from cost of Agreement \$ _____

Total Amount of Current PSA/SPA \$ _____

Total Amount Completed to Date \$ _____

Less Amounts Previously Invoiced \$ _____

Amount of this Invoice \$ _____

Total Amount Paid to DBE's from above \$ _____

Name of DBE(s): _____

Signed Project Manager: _____ Date: _____

Approved Dept/Div Director: _____ Date: _____

Approved Fiscal Person: _____ Date: _____

Date: August 13, 2013

SCOPE OF SERVICES

for GRANULAR ACTIVATED CARBON (GAC) PURCHASE AND ADSORPTION /
FILTRATION SERVICES, RFP130426

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

SEE – PROPOSAL DOCUMENTS ATTACHED

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT".

SEE – PROPOSAL DOCUMENTS ATTACHED

Date: August 13, 2013

COMPENSATION AND METHOD OF PAYMENTFor GRANULAR ACTIVATED CARBON (GAC) PURCHASE AND ADSORPTION /
FILTRATION SERVICES, RFP130426Section 1. BASIC SERVICES/TASK(S)

The COUNTY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1	Calgon Carbon's Type Filtrasorb 300M \$1.68/lb x 100,000 Pounds Total Lump Sum 168,000	168,000	LS	
TOTAL (Unless list is continued on next page)		168,0000	LS/ ANNUALLY	

CMO:033
09/25/01

Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.11 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated N/A, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated N/A, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

for GRANULAR ACTIVATED CARBON (GAC) PURCHASE AND ADSORPTION /
FILTRATION SERVICES, RFP130426

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.565/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals:	
	Breakfast
	Lunch
	Dinner
In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	\$ 9.00 \$13.00 \$24.00
Reproduction (Photocopy) 8 ½" x 11"	\$0.15/Page
8 ½" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

Page 1 of 1

Date: August 13, 2013

for GRANULAR ACTIVATED CARBON (GAC) PURCHASE AND ADSORPTION /
FILTRATION SERVICES, RFP130426

[illegible]

Date: August 13, 2013

for **GRANULAR ACTIVATED CARBON (GAC) PURCHASE AND ADSORPTION /
FILTRATION SERVICES, RFP130426**

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise. (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No

EXHIBIT E

Date: August 13, 2013

PROJECT GUIDELINES AND CRITERIA

for **GRANULAR ACTIVATED CARBON (GAC) PURCHASE AND ADSORPTION /
FILTRATION SERVICES, RFP130426**

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

(If none, enter the word "none" in the space below)

Item No. 1

Date: August 13, 2013

AMENDMENT TO ARTICLES

For: _____

For amending (i.e., changing, deleting from or adding to) the articles.

NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

CMO:
09/25/01



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/03/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. Six PPG Place, Suite 300 Pittsburgh, PA 15222 Attn: Pittsburgh.certrequest@marsh.com; fax 212-948-0836 J02175-CasPL-13-14	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: Greenwich Insurance Company INSURER B: N/A INSURER C: XL Specialty Insurance Company INSURER D: INSURER E: INSURER F:	
INSURED Calgon Carbon Corporation Attn: Cynthia Ligo P.O. Box 717 Pittsburgh, PA 15230	NAIC # 22322 N/A	

COVERAGES**CERTIFICATE NUMBER:**

CLE-003343398-09

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		RG0943753602	06/01/2013	06/01/2014	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						Self-Insured Retention	\$ 500,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		RAG943753702	06/01/2013	06/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	RWD943530802	06/01/2013	06/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials is/are included as additional insured where required by written contract with respect to General Liability. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Lee County Board of County Commissioners c/o Lee County Purchasing PO Box 398 Fort Myers, FL 33902-0398	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20130667

1. ACTION REQUESTED/PURPOSE:

- A. Approve award of RFP130426 SUPPLY OF GRANULAR ACTIVATED CARBON (GAC) AND ADSORPTION/FILTRATION SERVICES to the lowest responsive, responsible proposer meeting all proposal requirements, Calgon Carbon Corporation, at the prices as listed on the attached Lee County Tabulation sheet for a period of one year.
- B. Grant the Procurement Director the authority to administratively negotiate and renew this quote for four additional one-year periods under the same terms and conditions, if renewal/extension is in the best interest of Lee County; and, to exercise the price escalator clause in accordance with the terms of the contract. No increase in pricing will be allowed during the first year.
- C. Grant the Procurement Director the authority to act on behalf of the Board in the event of vendor non-compliance and proceed to the next low proposer in the event that the low proposer is unable to establish the effectiveness of their product.
- D. Approve annual expenditure of approximately \$168,000.

2. FUNDING SOURCE:

The funding source will be: Fund – Lee County Utilities Operations; Programs – Water Treatment Plants; Project – Other Contracted Services. Funding for these products is included in the annual Utilities Operating budgets.

3. WHAT ACTION ACCOMPLISHES:

Provides Lee County Utilities with a vendor to provide the turnkey exchange of spent Granular Activated Carbon (GAC) with new virgin GAC for use at their facilities. GAC is used in the water treatment process to remove taste and odor from the finished water prior to its distribution to customers.

4. MANAGEMENT RECOMMENDATION: Approve.

5. Departmental Category: C13F

6. Meeting Date: 8/13/2013

7. Agenda:

Consent

8. Requirement/Purpose: (specify)

- ☐ Statute
☐ Ordinance
☒ Admin Code AC-4-1
☐ Other

9. Request Initiated

Commissioner:

Department: UTILITIES

Division: No Divisions

By: Pam Keyes

10. Background:

On June 4, 2013, the Procurement Management Department received sealed quotations for the Supply of Granular Activated Carbon (GAC) and Adsorption/Filtration Services. On that date, two responses were received. The proposals were thoroughly reviewed at the Proposal Evaluation Committee meeting on June 18, 2013. The committee consisted of the following staff members: Pam Keyes, Interim Assistant County Manager, Chair; Chad Denney, Utilities; and, Hank Barroso, Utilities. Firms were evaluated on points-based criteria with a maximum score of 100 points achievable. Based on the total points scored a recommendation is being made to award to Calgon Carbon Corporation as the number one ranked (scoring 87 points) and low proposer meeting all specification requirements.

These products are budgeted annually within the Utilities operating budget. The total anticipated annual expenditure is in the amount of \$168,000. This product is used in the water treatment process to remove taste and odor from the finished water prior to its distribution to the customers.

11. Required Review:

<i>Pam Keyes</i>	<i>Robert Franceschini</i>	<i>Emma Wolf</i>	<i>Mike Figueroa</i>	<i>David Harris</i>	<i>Dawn Perry-Lehnert</i>
UTILITIES	Purchasing	Budget Analyst	Risk	Budget Services	County Attorney
<i>Doug Meurer</i>					
Public Works Director					

12. Commission Action:

APPROVED

Funds are available in account strings OD536014870.503490.

Attachments:

- (1) Bid Tabulation
- (2) Shortlist Evaluation Score Card
- (3) Calgon Carbon's Proposal
- (4) Solicitation Documents for RFP130426