

PROJECT NO.: RFP130426

OPEN DATE: Tuesday, June 4, 2013

AND TIME: 2:30 P.M.

LOCATION: Lee County Procurement 1825 Hendry St, 3rd Floor Fort Myers, FL 33901

MANDATORY PRE-PROPOSAL

DATE: Friday, May 17, 2013

TIME: 9:00 A.M.

LOCATION: Olga Water Treatment Plant 1450 Werner Drive Alva, FL 33920

REQUEST FOR PROPOSALS

FOR

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

Advertised Date: May 3, 2013

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS DIVISION OF PROCUREMENT MANAGEMENT

> MAILING ADDRESS P.O. BOX 398 FORT MYERS, FL 33902-0398

PHYSICAL ADDRESS 1825 HENDRY ST 3RD FLOOR FORT MYERS, FL 33901

PROCUREMENT CONTACT:

Rachel Mixson Procurement Analyst PHONE NO.: (239) 533-5876 EMAIL: rmixson@leegov.com

GENERAL CONDITIONS

Sealed Proposals will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until the time and date specified on the cover sheet of this "Request for Proposals", and opened immediately thereafter by the Director or designee.

Any question regarding this solicitation should be directed to the Procurement Contact listed on the cover page of this solicitation, or by calling the Division of Procurement Management at (239) 533-5450.

1. <u>SUBMISSION OF PROPOSAL:</u>

- a. Proposals must be sealed in an envelope, and the outside of the envelope must be marked with the following information:
 - 1. Marked with the words "Sealed Proposal"
 - 2. Name of the firm submitting the quotation
 - 3. Title of the proposal
 - 4. Proposal number
 - 5. The envelope shall include:
 - i. Two additional sealed envelopes:
 - 1. Labeled Step 1 Qualification Proposal which shall include:
 - a. One original hard copy of the proposal submittal
 - b. Six electronic CD ROM sets of the proposal submittal
 - i. One single adobe PDF file and should be copied <u>in</u> the same order as the original hard copy.
 - ii. Limit the color and number of images to avoid unmanageable file sizes.
 - iii. Use a rewritable CD and do not lock files.
 - 2. Labeled Step 2 Cost Proposal
 - a. One original hard copy of the price proposal
- b. Proposals are to include the following:
 - 1. The completed Proposal/Quote Form. Proposal must be properly signed and where applicable corporate and/or notary seals.
 - 2. All other pertinent documentation required in the Request for Proposal.
- c. **PROPOSALS RECEIVED LATE:** It is the proposer's responsibility to ensure that the proposal is received by the Division of Procurement Management prior to the opening date and time specified. Any proposal received after the opening date and time will be promptly returned to the proposer unopened. Lee County will not be responsible for proposals received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- d. **PROPOSAL CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.

- e. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in proposer disqualification.
- f. **WITHDRAWAL OF PROPOSAL:** No proposal may be withdrawn for a period of 90 days after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal-opening date and time. Such a request to withdraw must be made in writing to the Procurement Management Director, who will approve or disapprove of the request.
- g. **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any proposal; to reject any or all proposals with or without cause; and/or to accept the proposal that in its judgment will be in the best interest of the County of Lee.
- h. **EXECUTION OF PROPOSAL:** All proposals shall contain the signature of an authorized representative of the proposer in the space provided on the proposal form. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.

2. <u>ACCEPTANCE</u>

The materials and/or services delivered under the proposal **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. <u>RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES</u>

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) Vendor shall possess at the time of the opening of the proposal all necessary permits and/or license required for the sale of this product and/or service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.
- c. The geographic preference established in the Local Vendor Preference ordinance is applicable to all Lee County procurement activities unless otherwise specifically noted in the solicitation package. Provided, however, the Local Vendor Preference ordinance is not applicable to procurement activity or solicitations involving Federal Transit Administration grant funds.
- d. Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

4. **PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-proposal conferences are generally <u>non-mandatory</u>, but it is highly recommended that everyone planning to submit a proposal attend.

In the event a pre-proposal conference is classified as <u>mandatory</u>, it will be so specified on the cover of this solicitation and it will be the responsibility of the proposer to ensure that they are represented at the pre-proposal. Only those proposers who attend the pre-proposal conference will be allowed to submit a proposal on this project.

5. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

Lee County Finance Department Post Office Box 2238 Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this proposal.

Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or proposers should include in their proposal all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

6. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/proposal/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/proposal/proposal, must file a written "Notice of Intent to File a Protest" with the Lee County Procurement Management Director not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of the County's "Notice of Intended Decision" with respect to the proposed award of the formal bid/proposal/proposal.

The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.

The "Notice of Intent to File a Protest" document must state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The "Notice of Intent to File a Protest" shall be received ("stamped in") by the Procurement Management Director or Public Works Director not later than Four o'clock (4:00) PM on the third working day following the day of receipt of the County's Notice of Intended Decision.

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/proposal/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original "Notice of Intent to File a Protest" had never been filed.

Any contractor/vendor/firm submitting the County's standard bond form (CMO: 514), along with the bid/proposal/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

- County bid/proposal/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, Statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

Upon receipt of a timely filed "Notice of Intent to File a Protest", the Procurement Management Director or Public Works Director (as appropriate) may abate the award of the formal bid/proposal/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/proposal/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply. The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest: and (3) to make a determination whether to accept or reject the Protest.

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.

All formal bid/proposal/proposal solicitations shall set forth the following statement:

"FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS."

7. **<u>PUBLIC ENTITY CRIME</u>**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

8. **<u>QUALIFICATION OF PROPOSERS</u>** (unless otherwise noted)

Proposals will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Proposers shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and

organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject proposals where evidence submitted or investigation and evaluation indicates an inability of the proposer to perform.

9. MISCELLANEOUS

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

10. WAIVER OF CLAIMS

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

11. AUTHORITY TO PIGGYBACK

It is hereby made a precondition of any proposal and a part of these specifications that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other governmental entity.

12. COUNTY RESERVES THE RIGHT

a) <u>Any Single Large Project</u>

The County, in its sole discretion, reserves the right to separately proposal any project that is outside the scope of this proposal, whether through size, complexity, or dollar value.

b) <u>Disadvantaged Business Enterprises (DBE's)</u>

The County, in its sole discretion, reserves the right to purchase any of the items in this proposal from a Disadvantaged Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this proposal from DBE's to fulfill the County's stated policy toward DBE's.

c) <u>Anti-Discrimination</u>

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that

employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

13. AUDITABLE RECORDS

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

14. **DRUG FREE WORKPLACE**

Whenever two or more proposals/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

15. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the proposal response. This information may be accepted after opening, but no later than 10 calendar days after request.

16. **<u>TERMINATION</u>**

Any agreement as a result of this proposal may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Procurement Management Director may immediately terminate any agreement as a result of this proposal for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal proposal/proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Procurement Management.

17. CONFIDENTIALITY

Vendors should be aware that all submittals (including financial statements) provided with a proposal/proposal are subject to public disclosure and will **<u>not</u>** be afforded confidentiality.

18. <u>ANTI-LOBBYING CLAUSE</u>

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are *not* to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

19. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

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

DATE SUBMITTED: _____

VENDOR NAME: _____

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:

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	
Price per pound in place	
	x 100,000 Pounds
Total lump sum	

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

Is your firm interested in being considered for the Local Vendor Preference? Yes _____ No _____

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_____ 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 _____

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
BY (Printed):
BY (Signature):
TITLE:
FEDERAL ID # OR S.S.#
ADDRESS:
PHONE NO.:

FAX NO.:	
CELLULAR PHONE/PAGER NO.:	
DUNS#:	
LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER:	
E-MAIL ADDRESS:	
DISADVANTAGED BUSINESS ENTERPRISE (DBE): Yes No	

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

<u>SCOPE</u>

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 (TECHNICIAL 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.

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

9. The GAC shall have the following physical properties:

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 <u>mandatory pre-proposal</u> meeting. Proposers showing up after the meeting begins <u>will not</u> be allowed to sign in. Representative conducting site inspection at pre-proposal <u>must</u> 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)

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.

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	.5256
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.

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.
- **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 <u>www.lee-</u> <u>county.com/procurementmanagment</u> (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 <u>http://www.lee-</u> county.com/gov/dept/ProcurementManagement/contracts/Pages/Forms.aspx .

EXHIBIT A

GAC PHYSICAL PROPERTIES

Property	Specified	Proposed
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	
Uniformity Coefficient, max.	1.7 - 2.1	
Ash, weight %, max.	8	
Apparent Density, g/cc, min	0.5256	
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	

EXHIBIT B

MANUFACTURING AND REACTIVATION FACILITIES

Source of Coal	
Carbon Manufacturing Location	
Agglomeration/Direct of Chemical Activation Process	
Manufacturing Capacity	
Reactivation Facility Location	

EXHIBIT C

REFERENCES

Account:	
City/State:	
Contact:	
Phone No.:	
Email:	
GAC Supplied:	
Carbon Transfer Service Provided: <u>YES / NO</u> (Circle one)	
Laboratory Service Provided: YES / NO (Circle one)	
Account:	
City/State:	
Contact:	
Phone No.:	
Email:	
GAC Supplied:	
Carbon Transfer Service Provided: <u>YES / NO</u> (Circle one)	
Laboratory Service Provided: YES / NO (Circle one)	
Account:	
City/State:	
Contact:	
Phone No.:	
Email:	
GAC Supplied:	
Carbon Transfer Service Provided: <u>YES / NO</u> (Circle one)	
Laboratory Service Provided: YES / NO (Circle one)	



Major Insurance Requirements

<u>Minimum Insurance Requirements:</u> 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. <u>Commercial General Liability</u> - 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. <u>Business Auto Liability</u> - 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. <u>Workers' Compensation</u> - 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 <u>"Additional Insured"</u> on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

- 1. An appropriate <u>"Indemnification</u>" 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.



AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

	Principal place of l	business is located within the bou	undaries of Lee County.
	Company Name:		
	Signature	Date	
STATE OF COUNTY OF	3	-	
The foregoing	g instrument was sign	ed and acknowledged before me	thisday of
	, 20, by		who has produced
(Print or Ty		as identification.	
	entification and Num		
Notary Public	Signature		
Printed Name	of Notary Public		
Notary Comm	nission Number/Expir	ration	

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. <u>LEE COUNTY RESERVES THE RIGHT</u> <u>TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED,</u> <u>AT ANY TIME.</u>

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?

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

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

4.

3. Describe the typavailable to service this		d location o	of material sto	ck that you ha
you provided goods or service ecutive three years?	es to Lee Cour	nty on a regu	lar basis for the	e preceding,
Yes		No		
s, please provide your contrac . Attach additional pages if r		th Lee Count	ty for the past the	nree, consecuti

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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/		WOMEN/	
DESCRIPTION OF WORK:			
SUBCONTRACTOR'S NAME:			
EST. DOLLAR VALE OF PROPOSED WORK:			
DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/	_MINORITY/ (Check appropriate of	WOMEN/ designation)	
DESCRIPTION OF WORK:			
SUBCONTRACTOR'S NAME:			
EST. DOLLAR VALE OF PROPOSED WORK:			
DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/	_MINORITY/ (Check appropriate of	WOMEN/ designation)	
DESCRIPTION OF WORK:			
SUBCONTRACTOR'S NAME:			
EST. DOLLAR VALE OF PROPOSED WORK:			
DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/	_MINORITY/(Check appropriate of	WOMEN/ designation)	
DESCRIPTION OF WORK:			
SUBCONTRACTOR'S NAME:			
EST. DOLLAR VALE OF PROPOSED WORK:			
TOTAL VALE OF ALL DBE/MINORITY/WOMEN SUBCONTRAC	CT WORK: <u>\$</u>		
ESTIMATED TOTAL PERCENT (%) TO BE UTILIZIED:			%
CONTRACTOR NAME SIGNATURE	D	DATE	

AFFIDAVIT CERTIFICATION **IMMIGRATION LAWS**

SOLICITATION NO.: PROJECT NAME:

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).

Company Name:			
Signature	Title	Date	
STATE OF COUNTY OF			
The foregoing instrumen	t was signed and a	cknowledged 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 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.

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

IMPORTANT: Please read carefu	ally and return with your bid propo	sal. Please check off each of the	following items as the		
necessary action is completed: 1. The Solicitatio	n has been signed and with corpor	ate seal (if applicable).			
2. The Solicitatio	n prices offered have been reviewe	ed (if applicable).			
3. The price exten	nsions and totals have been checke	d (if applicable).			
4. Substantial an	d final completion days inserted (i	f applicable).			
<u>5</u> . The original (r. been submitte	nust be manually signed) and 1 har d.	d copy original and others as spe	ecified of the Solicitation has		
	<u>6</u> . Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.				
<u> </u>	ons have been acknowledged in the	e space provided.			
<u>8</u> . All addendums	s issued, if any, have been acknow	ledged in the space provided.			
9. Licenses (if ap	plicable) have been inserted.				
10. Erasures or of Solicitation.	ther changes made to the Solicitation	on document have been initialed	by the person signing the		
11. Contractor's	Qualification Questionnaire and Le	ee County Contractor History (if	applicable).		
12. DBE Particip	ation form completed and/or signe	d or good faith documentation.			
13. Bid Bond and	l/or certified Check, (if required) h	ave been submitted with the Soli	citation in amounts indicated.		
14. Any Delivery	information required is included.				
15. Affidavit Cer	tification Immigration Signed and	Notarized			
16. Local Bidder	Preference Affidavit (if applicable)			
MAILIN Lee Cour P.O. Box Ft. Myer 18. The mailing e Solicitati Opening 19. The Solicitatio time. (Otherwise	s, FL 33902-0398 nvelope <u>MUST</u> be sealed and man on Number Date and/or Receiving Date on will be mailed or delivered in the Solicitation cannot be considered	me to be received no later than th or accepted.)			
and chec I U U Other:	a "NO BID" please write Solicitati k one of the following: Do not offer this product Unable to meet specifications (why Unable to meet bond or insurance r Company Name and Address:	_Insufficient time to respond.) equirement.			