

PB240009KCW
Supplemental Carbon (MicroC) Piggyback
Environmental Operating Solutions, Inc.

E1 Contract # N/A - P.O.



AGREEMENT FOR PIGGYBACK PURCHASE

THIS AGREEMENT FOR PIGGYBACK PURCHASE is made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County"), and ENVIRONMENTAL OPERATING SOLUTIONS, INC., a Delaware corporation authorized to do business in the State of Florida, hereinafter referred to as the "Vendor".

WHEREAS, the Vendor entered into a Contract with Orange County Florida, Contract Number Y22-170, through their Solicitation No. Y22-170-RM on the 8th day of September 2022 for Supplemental Carbon (MicroC) ("Agreement"); and

WHEREAS, the Agreement is eligible for piggyback purchases; and

WHEREAS, the County desires to make purchases from the Vendor under the same terms and conditions of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

The County and the Vendor agree to be bound by the terms and conditions of the Agreement with respect to the County's purchases of Supplemental Carbon (MicroC) from the Vendor during the term of the Agreement from the effective date and any renewals or extensions thereof, except that the venue for all disputes will be Lee County, Florida. The effective date shall be the date the Lee County Board of County Commissioners awarded this Agreement to the Vendor.

[The remainder of this page intentionally left blank.]

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

WITNESS:

ENVIRONMENTAL OPERATING SOLUTIONS, INC.

Signed By: *Valerie Massi*

Signed By: *Samuel Ledwell*

Print Name: Valerie Massi

Print Name: Samuel Ledwell

Title: President

Date: 10/17/2023

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA

BY: DocuSigned by: Mike Greenwell
AD61A9A2E8F943C...
CHAIR

1/17/2024 | 12:33 PM EST

DATE: _____

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: DocuSigned by: Chris Jagodzinski
DEEAC69F478B449...
DEPUTY CLERK



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

BY: DocuSigned by: Amanda L. Swindle
EC9B5A5584DD473...
OFFICE OF THE COUNTY ATTORNEY



CONTRACT NO. Y22-170
Supplemental Carbon for Water Reclamation Facilities

This contract is not valid unless bilaterally executed. Subject to mutual agreement Orange County, Florida, hereby enters into a contract subject to the following:

1. Ordering against Contract:
 - A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.
 - B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

The County has the following tax exemption certificates assigned.

- A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
- B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

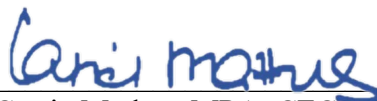
- A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

Orange County Utilities Department
8100 Presidents Drive Suite D
Orlando, FL 32809

- B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

6. Counterpart (2):
Orange County's Acceptance of Bidder's Offer and Contract Award
- A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y22-170, Supplemental Carbon for the I Water Reclamation Facilities - Term Contract.**
 - B. This contract is effective September 12, 2022 and shall remain in effect through September 11, 2023.
 - C. The estimated contract award for the initial term of the contract is
\$1,284,500.00.
 - D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.
 - E. This contract may be renewed as provided in the Invitation for Bids.
 - F. Any amendments modifying the terms, conditions or scope of this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.
 - G. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

ORANGE COUNTY, FLORIDA

BY: 
Carrie Mathes, MPA, CFCM, NIGP-CPP,
CPPO, C.P.M., CPPB, A.P.P.
Manager, Procurement Division

DATE: 9.8.2022

**NOTICES: PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 EAST SOUTH STREET, 2ND FLOOR
ORLANDO, FLORIDA 32801
(407) 836- 5635**

BID RESPONSE FORM
IFB #Y22-170-RM

The Contractor shall provide all labor and other resources necessary to provide the goods and/or equipment in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

| <u>ITEM NO.</u> | <u>DESCRIPTION</u> | <u>ESTIMATED ANNUAL QTY</u> | <u>UNIT PRICE</u> | <u>TOTAL ESTIMATED ANNUAL BID</u> |
|--|--|-----------------------------|--------------------------------|-----------------------------------|
| 1. | Supplemental Carbon Bulk Delivery | 370,000 gallons | x \$ <u>3.35</u> Per gallon | = \$ <u>1,239,500</u> |
| 2. | Supplemental Carbon Totes Delivery in 250 Gallon Totes | 24 Totes | x \$ <u>1,875</u> Per Tote | = \$ <u>45,000</u> |
| TOTAL ESTIMATED BID (LINES 1 AND 2) | | | | \$ <u>1,284,500</u> |

Environmental Operating Solutions, Inc. (EOSi)
Company Name

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

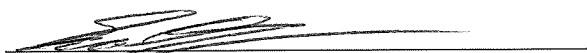
Performance shall be not later than five (5) calendar days After Receipt of Order (ARO) per Special Terms and Conditions.

Inquiries regarding this Invitation for Bids may be directed to Rebeca Malave, Contracting Agent, at Rebeca.Malave@ocfl.net

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

| Name | Title | Telephone Number/Email |
|----------------|-----------|--|
| Samuel Ledwell | President | (508) 322-3077 / samuel.ledwell@microc.com |


(Signature) _____ (Date) 5/18/2022
President
(Title) _____
Environmental Operating Solutions, Inc. (EOSi)
(Name of Business)

The Bidder shall complete and submit the following information with the bid:

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture* Corporation

State of Incorporation: Delaware

Principal Place of Business (Florida Statute Chapter 607): Pocasset/Barnstable/MA
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: 03-0524670

* *Joint venture firms must complete and submit with their Bid Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Bid Response*

May 12, 2022
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
INVITATION FOR BID (IFB) Y22-170-RM; ADDENDUM # 1

SUPPLEMENTAL CARBON FOR WATER RECLAMATION FACILITIES

REVISED BID SUBMISSION DATE: Tuesday, May 24, 2022 at 4:00PM EST

This Addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by **underlining** and deletions via ~~striketrough~~.

- A. **The Bid Submission Deadline Date is hereby changed from ~~Tuesday, May 17, 2022, 4:00PM EST~~ to Tuesday, May 24, 2022 at 4:00PM EST.**
- B. The Specifications/Scope of Work in IFB Section 3, Pages 35 through 38, are deleted in their entirety and replaced with the attached Specifications/Scope of Work, Pages 35A to 39A.
- C. The Bid Package Requirements in IFB Section 4, Pages 41 and 42, are deleted in their entirety and replaced with the attached Bid Package Requirements, Pages 41A-42A.
- D. The Bid Response Form in IFB Section 4, Page 43, is deleted in its entirety and replaced with the attached Bid Response Form, Page 43A.
- E. **Questions and Answers**
 - 1. Question: Carbon Source Alternative -The Bid request is specific for glycerin, we manufacture and supply a far superior purified carbon source used in all our products and is available in a bulk version. Will the submittal be considered if not for glycerin?

Answer: The product does not have to be glycerin specifically. However the product has to meet all the specifications described in IFB Section 3, Specifications/Scope of Work.

- 2. Question: Per Section 3, Specifications/Scope of Work, Subsection B, Item 2. Quality Standards (Page 36) – It is suggested that the County require bidders to submit historical Quality Data to show they can and have consistently met the exact specifications in Table 1: Supplemental Carbon Specifications. It is suggested the County ask for bidders to submit the previous 12 months of

COAs from the 3 references each provides and from the exact manufacturing location where the vendor will deliver product from for the County per the specification. An example language is as follows:

“In order to demonstrate historical adherence to the above specifications, supplier shall submit as part of their bid response, COA's for product delivered for each of the 3 current municipal users provided as References above and from the exact manufacturing location from which product will be supplied to the County. The COA's shall be for the one year prior to the Bid date.”

Answer: Please see the Certificate of Analysis requirement added to the Bid Package Requirements attached to this Addendum.

3. Question: Totes were mentioned as needed in addition to bulk deliveries. Please specify the quantity and add a line item for totes on the bid response form.

Answer: Please see the revised Bid Response Form attached to this Addendum.

4. Question: Bid specifications state 5 days for delivery. No one can consistently meet that demand given the current shortage of truckers. Please update this to 7-8 days. Given that the Eastern Regional WRF has two storage tanks and ample storage, this will never be a factor or cause any supply disruptions.

Answer: The delivery time required is five (5) calendar days. If there are extenuating circumstances, the vendor shall notify the County of any delays in delivery at the time a delivery order is received.

F. ACKNOWLEDGEMENT OF ADDENDA

1. The bidder shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.
2. All other terms and conditions of the IFB remain the same.
3. Receipt acknowledge by:

Authorized Signature

Date

Title

Name of Firm

SPECIFICATIONS / SCOPE OF WORK

SUPPLEMENTAL CARBON SPECIFICATION

A. BACKGROUND

General: Orange County Utilities (OCU) uses Supplemental Carbon addition to aid in biological denitrification at the Eastern Water Reclamation Facility (EWRF), the Northwest Water Reclamation Facility (NWRf) and the Hamlin Road Water Reclamation Facility (HWRF).

Definitions:

"COUNTY" means Orange County Florida.

"Supplemental Carbon" or "Product" is defined as the chemical solution meeting the requirements of Table 1: Supplemental Carbon Specifications

"Contract" means the service contract to be entered into by the COUNTY and CONTRACTOR

"CONTRACTOR" means the supplier of Supplemental Carbon

"EWRF" means Orange County's Eastern Water Reclamation Facility

"NWRf" means Northwest Water Reclamation Facility

"HWRF" means Hamlin Road Water Reclamation Facility

"Facility" or "Facilities" means any or all of the following: Eastern Water Reclamation Facility, Northwest Water Reclamation Facility and/or Hamlin Road Water Reclamation Facility

"MONG" means Materials Organic Not Glycerin

"Toxicity" means the quality, relative degree, or specific degree of being toxic or poisonous.

"cPS" means the unit of measurement of viscosity

"mg/L" means milligrams per liter

Purpose: Contractor shall provide Supplemental Carbon to the COUNTY on an as-needed basis. The COUNTY requires the Supplemental Carbon provided by the Contractor to consistently meet all quality standards established by the COUNTY.

Facilities: The COUNTY owns and operates the Eastern Water Reclamation Facility (EWRf), the Northwest Water Reclamation Facility (NWRf) and the Hamlin Road Water Reclamation Facility (HWRf), which currently use Supplemental Carbon. The EWRf facility has recently been expanded to a 24 MGD AADF facility.

Requirement: The CONTRACTOR's Product must be delivered to the EWRf by tanker truck and pumped by the CONTRACTOR into the COUNTY's existing receiving facility. The EWRf Supplemental Carbon storage facility consists of two (2) 6,000 gallon polyethylene storage tanks (12,000 gallons total storage capacity). The design daily consumption of Supplemental Carbon for the EWRf facility is approximately 1,000 gallons per day, or approximately 370,000 gallons per year. The CONTRACTOR's Product must be delivered to the NWRf and HWRf facilities in 250 gallon Totes. Consumption of Supplemental Carbon for the NWRf and HWRf facilities is approximately 24 Totes per year for both facilities. This information is provided for informational purposes only. The CONTRACTOR will be required to provide all Supplemental Carbon needed by the COUNTY for wastewater treatment purposes.

B. SCOPE OF WORK

- 1. Consistency of Supply:** The CONTRACTOR shall provide a consistent and uninterrupted supply of Product. The Contract will require the CONTRACTOR to provide the COUNTY advanced notice whenever the CONTRACTOR will be unable to meet its delivery obligations, and in such case the County reserves the right to obtain the Product from another supplier. Should the CONTRACTOR, in the opinion of the COUNTY, fail to consistently provide adequate supply of Product the COUNTY may terminate the agreement
- 2. Quality Standards:** The product supplied will meet or exceed the requirements listed in **Table 1: Supplemental Carbon Specifications**. The CONTRACTOR shall have practices and procedures in place to ensure cross contamination of the product does not occur from the point of manufacture to the point of delivery. The COUNTY and their representatives shall have the right to inspect the manufacturing facility upon request.
- 3. Product Testing:** Product shall be tested through reliable and valid means with documentation, consistent with the industry's best practices.
 - a. Certificate of Analysis:** The CONTRACTOR shall provide a written product certification upon each delivery verifying that the delivered product meets the requirements of Table 1: Supplemental Carbon Specifications as shown herein. Certificate of Analysis shall be performed by a NELAC certified laboratory. Certification shall be provided at delivery as described in Section 1.01 E. herein.
 - b. The County shall reserve the right to reject Product, prior to acceptance of delivery for issues such as:**
 - i. Visual presence of insoluble solids**

- ii. Visible MONG layer
- iii. pH and specific gravity not meeting specified ranges

c. COUNTY Rights Following Delivery

- i. Should the COUNTY determine that the delivered product does not meet the specified requirements following delivery the COUNTY retains certain rights.
- ii. The County (and its authorized agents) shall have the right to inspect the NELAC certified laboratory(s) listed on delivery certifications at any time during the duration of the Contract.
- iii. The County, or the County's authorized third party agent, shall have the right to independently test the product for conformance with the requirements listed herein.

d. Delivery:

- i. The CONTRACTOR shall deliver the Product, FOB Destination, to the addresses below as directed by the County:
 - 1. Eastern Regional Water Reclamation Facility
1621 S. Alafaya Trail
Orlando FL, 32828
 - 2. Northwest Water Reclamation Facility
701 West McCormick Road
Apopka, FL 32703
 - 3. Hamlin Road Water Reclamation Facility
16000 Malcolm Road
Winter Garden, FL 34787
- ii. The CONTRACTOR will deliver the Product between the hours of 7:00 am and 2:00 pm, unless alternate times are approved in writing prior to delivery. Full tanker loads delivered at EWRF and Totes delivered at NWRf and HWRF, shall be delivered within five calendar days, including weekends and holidays, of order placement. COUNTY facility operations staff will be notified 24 hours before delivery.
- iii. The storage facility at EWRF is equipped with quick connect fill couplings. The CONTRACTOR shall be responsible to provide all

pumping equipment, hose, valves, and fittings necessary to transfer the Product from the delivery tanker into the COUNTY storage tanks.

- iv. The COUNTY shall review the product certification upon each delivery. Product certification shall meet the requirements of **Table 1: Supplemental Carbon Specifications**. The COUNTY shall have the right to reject product which does not meet the specified requirements. The COUNTY shall have the right to reject product which is not accompanied by a written certification (Certificate of Analysis).
- v. The CONTRACTOR shall responsible to accurately meter product as it is being delivered such that an accurate delivery volume (in gallons) of Product may be documented. The Contractor's use of a certified scale or certified metered ticker originates at the Contractor's manufacturing site may be accepted as long as the calibration records are available upon request. Following delivery and prior to leaving the site the CONTRACTOR shall provide, in writing, the volume of delivered product to County staff. CONTRACTOR shall be required to provide calibration certification for all instruments used to determine the volume of delivered product.

e. **Payment**

- i. Per paragraph 16 of the Special Terms and Conditions, payment shall be made at the contract unit price on a per gallon basis (\$/gal) for Bulk Deliveries at EWRF and on a per Tote basis for Tote Deliveries at NWRF and HWRF.
- ii. Prorated payment based on COD value: Should it be determined that the delivered product COD value is lower than that specified in **Table 1: Supplemental Carbon Specifications** the contract price per gallon shall be prorated based on the delivered COD value per the formula below:

$$[\text{Delivered Product COD Value (mg/L)} \div \text{Specified COD Value (mg/L)}] \times \text{Contract Unit Price (\$/gal.)} = \text{Unit Price (\$/gal.) entitled at delivery}$$

For example, if the delivered product COD value is determined to have a COD value of 950,000 mg/L and the specified COD value is 1,000,000 mg/L the CONTRACTOR shall be entitled to 95% of the Contract unit price (\$/gal.) for that delivery.

Table 1: Supplemental Carbon Specifications

| Sl. No. | Parameter | Acceptable Range |
|----------------|--|--|
| 1. | Specific Gravity @20°C | 1.15-1.30 |
| 2. | pH | 4.0-11.0 |
| 3. | Purity % Glycerin (remainder as water or minor constituents) | 70-75% |
| 4. | Viscosity cPS @20°C @5°C | <200 <800 |
| 5. | Appearance | Transparent Liquid |
| 6. | Solubility in water | ≥ 99% |
| 7. | Freezing point | Below Zero Fahrenheit |
| 8. | Flash point | No flash below 93 °C |
| 9. | Required Chemical Oxygen Demand (COD) value | ≥ 1,000,000 mg/L |
| 10. | Toxicity | None |
| 11. | Methanol content | < 1.0% w/w |
| 12. | Fatty Acid content | < 1.0% |
| 13. | MONG layer | No MONG layer should be visible at the time of unloading |
| 14. | Insoluble/Nuisance solids | Product will not contain solids larger than 50 micron |

AMENDMENT NO. 1
CONTRACT NO. Y22-170
SUPPLEMENTAL CARBON FOR WATER RECLAMATION FACILITIES

EFFECTIVE DATE: September 12, 2023

By mutual agreement, the subject contract is changed as follows, deletions are marked by ~~strike through~~ and additions by underline:

- A. The contract is renewed for the period of September 12, 2023 through September 11, 2024.

All other terms and conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

ENVIRONMENTAL OPERATING SOLUTIONS, INC.

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**



Signature



Signature

Samuel Ledwell

Printed/Typed Name

Rebeca Malave

Printed/Typed Name

President

Title

Contracting Agent

Title

8/14/2023

Date

8/15/2023

Date