

RFP240129DJN  
Odor Control & Corrosion Services  
Evoqua Water Technologies LLC

E1 Contract # \_\_\_\_\_

## **AGREEMENT FOR ODOR CONTROL & CORROSION SERVICES**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Evoqua Water Technologies LLC, a Delaware limited liability company authorized to do business in the State of Florida, whose address is 111 47th Street, Pittsburgh, PA 15201, and whose federal tax identification number is 80-0909020, hereinafter referred to as "Vendor."

### **WITNESSETH**

**WHEREAS**, the County intends to purchase annual odor control & corrosion services from the Vendor in connection with "Odor Control & Corrosion Services" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. RFP240129DJN on April 09, 2024 (the "Solicitation"); and,

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

**WHEREAS**, the County posted a Notice of Inteded Decision on May 13, 2024; and,

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

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

### **I. PRODUCTS AND SERVICES**

The Vendor agrees to diligently provide all products and services for the, a more specific description of the Project Scope of Services is set forth in Sections 1 through 7 of the Detailed Specifications section of RFP240129DJN, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP240129DJN, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

### **II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon the effective date and shall continue through the delivery of the Purchase and the associated warranty period as further described in this Agreement on an "as needed basis" for one (1), three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part,

for a renewal term or terms not to exceed the term of two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be November 14, 2024, the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

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

### **III. COMPENSATION AND PAYMENT**

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

### **IV. METHOD OF PAYMENT**

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

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

#### **V. ADDITIONAL PURCHASES**

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

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

#### **VI. LIABILITY OF VENDOR**

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

#### **VII. VENDOR'S INSURANCE**

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

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

#### **VIII. RESPONSIBILITIES OF THE VENDOR**

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
  - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

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

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

#### **IX. OWNERSHIP OF PRODUCTS**

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

#### **X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES**

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

- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

#### **XI. COMPLIANCE WITH APPLICABLE LAW**

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

#### **XII. CONTRACT TERMINATION**

- A. MATERIAL BREACH A Vendor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Vendor or any of the Vendor's property and such appointment endangers the Vendor's proper performance hereunder; 6. A determination that the Vendor is in violation of federal, state, or local laws or regulations and that such determination renders the Vendor unable to perform any aspect of the Agreement.

- B. **OPPORTUNITY TO CURE** In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Vendor may have a period of time in which to cure. The County is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the breach remains after Vendor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving future solicitations or other opportunities; 6. Require Vendor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.
- C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

- D. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.
- E. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

### **XIII. DISPUTE RESOLUTION**

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

### **XIV. STOP WORK ORDER**

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to



the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

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

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

#### **XV. VENDOR WARRANTY**

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

#### **XVI. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County

recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday

- I. Any notices of default or termination shall be sufficient if sent by the parties via email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Nicole Springer  
 Title: G.M.  
 Address: 2650 Tallevast Rd.  
Sarasota, FL 34243  
 Telephone: 941-359-7930  
 Facsimile: 941-359-7985  
 Email: utilityservicesinbox@xylem.com

County's Representative

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

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
  2. County's Purchase Order
  3. Solicitation RFP240129DJN
  4. Vendor's Submittal in Response to the Solicitation

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

WITNESS:

Signed By: *L. Hennager*  
Print Name: Laurie Hennager

**EVOQUA WATER TECHNOLOGIES LLC**

Signed By: *[Signature]*  
Print Name: Rodney Aulick  
Title: President  
Date: Aug 28, 2024

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

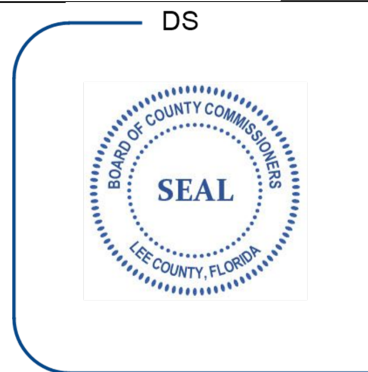
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Signed By: *Kevin Ruane*  
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Print Name: Kevin Ruane  
Title: vice-Chair  
Date: 11/12/2024 | 11:02 AM EST

ATTEST:  
CLERK OF THE CIRCUIT COURT

Signed by:  
BY: *Rachael Rumer*  
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DEPUTY CLERK

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

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



## EXHIBIT A

### DETAILED SPECIFICATIONS

VER 01-24-24

#### DETAILED SPECIFICATIONS

##### 1. GENERAL SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide chemicals to reduce wastewater odors within the collections system and at the sewage plants. This will reduce the damage to our assets from H<sub>2</sub>S and also lower customer complaints concerning sewer odors.

##### 2. TECHNICAL REQUIREMENTS

- 2.1. Vendor shall provide the latest technically proven and most cost-effective means of treatment of odor and corrosion. Vendor shall provide problem definition, treatment selection, and ongoing monitoring process. Treatment strategies must emphasize prevention/minimization of hydrogen sulfide production in the system where practical (as opposed to treating odor after hydrogen sulfide formation has occurred). The County reserves the right to negotiate pricing for new methods, technology, and techniques as they are developed.
- 2.2. Vendor shall establish a monthly communication link with County personnel as determined by the Wastewater Division Manager of the Lee County Utilities Department. The County shall have final approval of ongoing odor/corrosion control planning and adjustment process as wastewater collection/treatment systems continue to expand.
- 2.3. Vendor shall be based upon treatment and budgetary objectives established by the Utilities Department, refine and adjust the existing odor/corrosion control program working with Annual Odor Control & Corrosion Services Utilities Department upon award of Contract. Treatment strategies must emphasize prevention/minimization of hydrogen sulfide production in the system where practical (as opposed to treating for odor after hydrogen sulfide formation has occurred).
- 2.4. Vendor shall provide continuous hydrogen sulfide monitoring for key odor and corrosion control points. The monitors shall record hydrogen sulfide at least once every five minutes. Recorded data shall be made available to the County within 24 hours and shall automatically upload all recorded data to a website at least once every 24 hours.
- 2.5. Vendor shall be capable of installing temporary odor control systems to address nuisance odor issues within two (2) days of notification to proceed.
- 2.6. Vendor shall provide an introductory and organizational seminar regarding its services and staff members to the County representatives within thirty (30) days after contract award.
- 2.7. Vendor shall hold at least one (1) yearly workshop for County employees at a County designated location to describe the latest techniques in odor and corrosion control treatment.
  - 2.7.1. An agenda and detailed outline of topics for the workshop shall be provided to the County at least thirty (30) days prior to each workshop as agreed to by the County.
- 2.8. Vendor shall coordinate with the County in establishing priorities in performing all work. Vendor shall respond to all calls of odor complaints within two (2) hours, seven (7) days a week between the hours of 8:00 AM – 5:00 PM.
- 2.9. Vendor shall be completely responsible for the control of the environment of the worksite during on-site operations. All precautions shall be taken by the Vendor to protect the workers, public, and County staff from

## EXHIBIT A

### DETAILED SPECIFICATIONS

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any exposure to harmful or hazardous substances within the sewer system and from dangerous work materials and equipment.

- 2.10. Vendor shall be fully responsible for the operation of their vehicles and handling of all materials related to the odor and corrosion control services at all locations within the County.
- 2.11. Vendor shall be fully responsible for conforming to all requirements regarding handling, hauling, spill reporting and disposal of chemicals for the control services provided at each County work site in accordance with OSHA regulations and those that may be mandated by Federal or State Governments.
- 2.12. Vendor shall prepare an annual report detailing the ongoing odor and corrosion control treatment program, and any specific odor and control analyses that have been performed.
- 2.13. Vendor shall inform the County of its planned work schedule and shall afford the County reasonable opportunity to observe and inspect the Successful Proposer's work in progress.
- 2.14. Vendor shall provide a safety seminar every six (6) months to County employees describing all safety precautions necessary for odor and corrosion control chemicals that are in use, including reviewing of MSDS sheets for those chemicals.

### 3. CONTROL REQUIREMENTS

- 3.1. Vendor shall maintain the control goals listed in Table 1 below at the listed control point and established average daily flows. Average flow rates that exceed these stated rates shall excuse the awarded vendor from meeting such goals. The vendor shall employ an appropriate technology at and/or upstream of each of the sites listed to control odors or sulfides in liquid at or below the agreed upon control goal. These technologies include but are not limited to the addition of BIOXIDE® products, pH shift chemical treatment, and vapor phase odor control.

3.1.1. Table 1 - Odor control criteria

Control Point	Address	ADF	Control Goal
S WWTP S Inf MH, back of plant	1618 South Dr, Fort Myers Fl	2.0 mgd	< 1 mg/L DS
S WWTP N Inf MH S of	1618 South Dr, Fort Myers Fl	2.0 mgd	< 1 mg/L DS
S WWTP 36" N Inf MH 1	1618 South Dr, Fort Myers Fl	2.0 mgd	< 1 mg/L DS
LS 2256	15675 Pine Ridge Road, Fort Myers Beach	0.8 mgd	< 150 ppm H2S
Ft Myers Beach WWTP	17155 Pine Ridge Road, Fort Myers Beach	3.4 mgd	< 10 ppm H2S
LS 2291	11981 Kelly Cove Dr. Fort Myers Fl	0.125	< 10 ppm H2S
LS 4467	4481 Underwood Dr. Fort Myers Fl	0.235	< 100 ppm H2S
LS 2237	17061 John Morris Rd, Fort Myers Fl	0.8 mgd	< 100 ppm H2S
LS 2263	Near 719 San Carlos Dr, Fort Myers Beach	1.0 mgd	< 50 ppm H2S
LS 482	12901 Palm Beach Blvd., Fort Myers, Fl	0.4 mgd	< 100 ppm H2S
LS 481	199 Louise St, Fort Myers Fl	0.55 mgd	< 100 ppm H2S
LS 480	3841 Ballard Rd., Fort Myers, Fl	1.6 mgd	< 250 ppm H2S
Central WWTP FM tap	1501 Raleigh Street, Fort Myers Fl	1.6 mgd	< 1 mg/L DS
LS 7741	20041 South Tamiami Trail	0.45 mgd	< 100 ppm H2S
LS 7716	Three Oaks Blvd & Corkscrew Rd, Fort	0.5 mgd	< 100 ppm H2S
Three Oaks WWTP HW's	18521 Three Oaks Pkwy., Fort Myers, FL	2.9 mgd	< 50 ppm H2S

## EXHIBIT A

### DETAILED SPECIFICATIONS

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#### 4. PREVENTATIVE MAINTENANCE

4.1. The Odor and Corrosion Control Program will include routine and emergency service. The awarded vendors service technician shall visit the site as needed (minimum of once per month) to perform routine maintenance on equipment, optimize chemical dosing, conduct compliance sampling and provide a written report monthly. On-site routine maintenance service shall include the following:

- 4.1.1. Check the equipment for proper operation.
- 4.1.2. Perform compliance sampling at the control points.
- 4.1.3. Perform scheduled preventative maintenance on equipment.

#### 5. MONITORING SERVICE

5.1. Each control point shall be monitored by the vendor for compliance with the established odor control goal criteria a minimum of one time per monthly.

5.2. Analytical methods shall include the following:

5.2.1. Table 2

Parameter	Procedure
<b>Liquid Phase Monitoring</b>	
Total Sulfide	Std. Methods 4500-S2- D. Methylene Blue
Dissolved Sulfide	Std. Methods 4500-S2- using pre-flocculation to remove insoluble sulfides
pH	Combination glass electrode
Temperature	NIST calibrated thermometer
<b>Vapor Phase Monitoring</b>	
H2S, ppm	App-Tek Vaporlink (monitor / datalogger) / App-Tek OdaLog

#### 6. COUNTY SERVICES

6.1. The County shall be responsible for providing all utility services for the odor control equipment provided by vendor. This includes, but is not limited to, electrical, water and sewer services. The County shall be responsible to make any necessary changes to the installation or control points such as force main taps, wet well penetrations, concrete pads, fencing, etc. The County shall also be responsible for site security and maintenance of fencing and obtaining right of way for delivery truck access.

#### 7. COLLECTION SYSTEM CHANGES

7.1. The County reserves the right to make changes in the collection system at injection and control locations to optimize collection system performance and/or cost efficiency. Any such changes to the collection system causing a noncompliant control condition will not be considered the fault of the vendor. In such a case, the vendor will evaluate changes to the collection system and recommend an alternate odor control goal or an adjustment to the fixed price to accommodate these changes as appropriate.

End of Detailed Specifications

## **EXHIBIT A**

### **DETAILED SPECIFICATIONS**

VER 01-24-24

#### **SUPPLEMENTAL INFORMATION**

1. Attachment A – Fort Myers Beach
2. Attachment B – Central Fort Myers
3. Attachment C – Fort Myers South
4. Attachment D – Three Oaks

End of Supplemental Information



## EXHIBIT A

### DETAILED SPECIFICATIONS



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

**Posted Date:** March 29, 2024

**Solicitation No.:** RFP240129DJN

**Solicitation Name:** Odor Control & Corrosion Services

**Subject:** Addendum Number 1

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

#### 1. ATTACHMENTS

**Attachment A – Bid Tabulation Form**

#### 2. QUESTIONS/ANSWERS

1.	Request for extending the deadline for this project to April 16, 2024.
<b>Answer</b>	<b>The opening date will not be extended at this time. Those individuals/firms interested in being considered for RFP240129DJN, Odor Control &amp; Corrosion Services are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to 2:30 PM Tuesday, April 09, 2024</b>
2.	Can you provide me with the last bid tabulation?
<b>Answer</b>	<b>Please see Attachment A for the requested information.</b>
3.	Who is the current supplier and what is the cost?
<b>Answer</b>	<b>The current Vendor is Evoqua Water Technologies, LLC. The pricing may be located within the contract documents using the following link: <a href="https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=5017&amp;fn=Project2017-10-06T10_22_32.xml">https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=5017&amp;fn=Project2017-10-06T10_22_32.xml</a></b>

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

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

*Darvis Napier*

Darvis Napier

Procurement Analyst Direct Line: 239-533-8863

Lee County Procurement Management

## EXHIBIT A

### DETAILED SPECIFICATIONS



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

**Posted Date:** April 1, 2024

**Solicitation No.:** RFP240129DJN

**Solicitation Name:** Odor Control & Corrosion Services

**Subject:** Addendum Number 2

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

#### 1. QUESTIONS/ANSWERS

1.	What is the reason for feeding Bioxide at the furthest points upstream in the collection system, particularly when iron is fed downstream? o Reaction time limitations o Flow patterns o Line size / HRT o Low hazard product required at Bioxide dosage points
<b>Answer</b>	<b>It is utilized as an intermediate control point and iron is added to catalyze the product. This ensures a nonhazardous product in the system. The retention time is several hours. The flow patterns /line size needs to be more specific as these vary per site within the system.</b>
2.	Can you confirm the control requirements listed in Section 3 of the RFP document are the guidelines to which the treatment programs should be based? There are discrepancies between the schematics and the table in Section 3.
<b>Answer</b>	<b>Please utilize the information provided in section 3 for the treatment guidelines.</b>
3.	What is the current pricing of each chemistry used in the treatment program? a. What is concentration of ferric and peroxide used?
<b>Answer</b>	<b>Ferric is 9% and peroxide is 50%. The pricing may be located within the contract documents using the following link: <a href="https://www.leegov.com/procurement/awarded-annualcontracts/downloads?fid=5017&amp;fn=Project2017-10-06T10_22_32.xml">https://www.leegov.com/procurement/awarded-annualcontracts/downloads?fid=5017&amp;fn=Project2017-10-06T10_22_32.xml</a></b>
4.	Is Alk Aquit the same as Alkagen and what is the reasoning for the selection of this chemistry versus Bioxide or iron? Is the product fed to achieve a specific pH or for FOG?
<b>Answer</b>	<b>This is the same product it just had a name change and is utilized for maintaining PH.</b>
5.	What are current rental fees for gas loggers, tank rental and other items not listed in the RFP?
<b>Answer</b>	<b>These are currently supplied when required by the vendor.</b>

## EXHIBIT A

### DETAILED SPECIFICATIONS

6.	Does the city currently use vapor phase equipment and is awarded company responsible for supplying this equipment? If so, how many pieces are currently in place? Specifications of each?
<b>Answer</b>	<b>The vapor equipment is owned and maintained by LCU.</b>
7.	How many Vapor Phase odor control units are supplied by Evoqua?
<b>Answer</b>	<b>No Vapor Phase Oder Control units are supplied by Evoqua. All units are owned by LCU.</b>
8.	Is the incumbent allowed to keep their existing equipment in place?
<b>Answer</b>	<b>No, the incumbent Vendor will be required to remove all of their equipment. The awarded Vendor shall be required to provide and install all required equipment to meet the scope of work and detailed specifications as listed within the solicitation documents.</b>

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

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

Darvis Napier  
 Darvis Napier  
 Procurement Analyst Direct Line: 239-533-8863  
 Lee County Procurement Management

## EXHIBIT A

### DETAILED SPECIFICATIONS



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

**Posted Date:** April 3, 2024

**Solicitation No.:** RFP240129DJN

**Solicitation Name:** Odor Control & Corrosion Services

**Subject:** Addendum Number 3

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

#### 1. QUESTIONS/ANSWERS

1.	Confirm that all equipment is to be furnished and for a list of existing equipment?
<b>Answer</b>	<b>All equipment needed to provide the required chemical applications must be furnished by the vendor. It is up to the Vendor to know what equipment, storage tanks, pumps, piping etc. that would be required to achieve the contract goals.</b>
2.	Confirm that totes are not allowed with the exception of the small VX-456 users at two plants?
<b>Answer</b>	<b>Lee County Utilities shall allow the vendors small totes at the plants, however; we no longer use the VX-456.</b>
3.	Can we just bid on the chemicals we can provide, or do we have to bid on all of them?
<b>Answer</b>	<b>Vendors must bid on all chemicals listed and not just what they can provide.</b>

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

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

*Darvis Napier*

Darvis Napier  
 Procurement Analyst Direct Line: 239-533-8863  
 Lee County Procurement Management

## EXHIBIT B

### FEE SCHEDULE

The County shall pay the Vendor for actual services rendered and products provided in accordance with the fee schedules below.

<b>CHEMICAL/BIOLOGICAL PRODUCTS</b>			
<b><i>Item #</i></b>	<b><i>Description</i></b>	<b><i>Unit of Measure</i></b>	<b><i>Unit Cost</i></b>
1	Bioxide	Gallon	\$3.37
2	Bioxide Plus 71	Gallon	\$4.57
3	Bioxide AE	Gallon	\$3.55
4	Bioxide AQ	Gallon	\$3.57
5	Odophos	Gallon	\$1.73
6	Odophos Plus	Gallon	\$2.09
7	Ferric Sulfate (9%)	Gallon	\$2.38
8	50% Hydrogen Peroxide	Pound	\$0.55
9	VX-456 (Bulk Tanker)	Pound	\$1.60
10	VX-456 (Tote)	Pound	\$2.06
11	Aktivox (Bulk Tanker)	Pound	\$1.22
12	Aktivox (Tote)	Pound	\$1.75
13	Textone L	Pound	\$1.16
14	AQuit	Pound	\$21.07
15	Alkagen AQ	Gallon	\$2.08
16	Alkagen X	Gallon	\$3.78
17	Sodium Hydroxide 25%	Gallon	\$5.04
18	Sodium Hydroxide 50%	Gallon	\$8.70
19	Sodium Hypochlorite	Gallon	\$4.33
20	Perox Plus	Pound	\$4.15

\*All product prices within this section include delivery, application equipment, ongoing maintenance, technical evaluation/support service, and technology licenses.

### **EQUIPMENT**

The following table represents monthly costs for new installations installed at County facilities.

The Vendor shall work with the County on identifying the most cost-effective solutions for odor and corrosion issues. The County shall be charged the following rates based on airflow and H<sub>2</sub>S levels on sites with relatively stable hydrogen sulfide loading and typically low organic loads. This table represents primary vapor phase technology choices.

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## EXHIBIT B

### FEE SCHEDULE

#### Primary Vapor-Phase Technologies Monthly Costs

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H2S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-500
1	Natural Draft	\$323	\$910	N/A	N/A
2	0-140	\$1,260	\$1,830	\$3,150	\$3,525
3	0-280	\$1,816	\$2,556	\$3,725	\$4,919
4	0-600	\$2,040	\$2,725	\$4,560	\$5,573
5	0-850	\$3,112	\$3,869	\$5,019	\$5,766
6	0-1150	\$3,516	\$4,802	\$5,961	\$7,293
7	0-1500	\$3,749	\$4,850	\$6,075	\$7,359
8	0-2000	\$4,031	\$5,085	\$7,286	\$8,447
9	0-3000	\$4,924	\$5,502	\$8,725	\$10,374
10	0-4000	\$5,364	\$6,574	\$10,081	\$14,254
11	0-5000	\$5,710	\$6,851	\$10,958	\$17,920
12	0-8000	\$9,164	\$10,345	\$16,195	\$23,226
13	0-12000	\$14,406	\$14,744	\$19,398	\$38,224
14	0-15000	\$17,847	\$15,848	\$27,238	N/A
15	0-18000	\$21,855	\$19,798	\$36,559	N/A

Notes:

1. A mobilization fee of two (2) times the monthly rental fee shall apply for all units. A de-mobilization fee of two (2) times the monthly rental fee shall apply for all units removed prior to 36 months after installation.
2. If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

[Remainder of the page left intentionally blank.]

## EXHIBIT B

### FEE SCHEDULE

Rate schedule below is categorized into four types of products/services:

- i. SERVICE ON CUSTOMER OWNED VAPOR PHASE EQUIPMENT
- ii. EXISTING VAPOR PHASE INSTALLATIONS
- iii. OTHER ODOR CONTROL PRODUCTS

#### i. Service on Customer Owned Vapor Phase Equipment

The following table represents monthly cost for routine services rendered for vapor phase odor control equipment owned by the county.

#### Primary Vapor-Phase Technologies Monthly Costs

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H2S CONCENTRATION (ppmv)			
		A. <15	B. 15-150	C. 150-300	D. 300-500
1	Natural Draft	\$323	\$475	N/A	N/A
2	0-75	\$357	\$583	N/A	N/A
3	0-140	\$357	\$583	\$605	\$626
4	0-280	\$357	\$605	\$626	\$690
5	0-600	\$357	\$605	\$733	\$808
6	0-850	\$455	\$626	\$883	\$947
7	0-1150	\$455	\$690	\$883	\$990
8	0-1500	\$455	\$690	\$947	\$990
9	0-2000	\$455	\$733	\$990	\$990
10	0-3000	\$455	\$947	\$990	\$1,350
11	0-4000	\$455	\$990	\$1,350	\$1,564
12	0-5000	\$455	\$990	\$1,350	\$2,700
13	0-8000	\$455	\$1350	\$2,700	\$3,128
14	0-12000	\$455	\$1564	\$3,128	\$6,257
15	0-15000	\$455	\$2,700	\$4,050	N/A
16	0-18000	\$455	\$2,700	\$6,257	N/A
17	0-20000	\$909	N/A	N/A	N/A

Notes:

- 1. Repairs will be quoted separately on an as-needed basis
- 2. Monthly fees do not include change out of odor control media(s).
- 3. Monthly fees do not include routine service for Chemical Scrubbers.

[Remainder of the page left intentionally blank.]

## EXHIBIT B

### FEE SCHEDULE

#### ii. Existing Vapor Phase Units Installed Prior to 2024

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H2S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-500
1	Natural Draft	\$251.00	\$789.00	N/A	N/A
2	0-140	\$1,092.00	\$1,585.91	\$2,497.00	\$3,055.25
3	0-280	\$1,574.0	\$2,215.71	\$3,055.25	\$4,264.00
4	0-600	\$1,768.00	\$2,362.00	\$3,953.00	\$4,831.00
5	0-850	\$2,698.00	\$3,354.00	\$4,351.00	\$4,998.00
6	0-1150	\$3,048.00	\$4,163.00	\$5,167.00	\$6,322.00
7	0-1500	\$3,250.00	\$4,204.00	\$5,266.00	\$6,379.00
8	0-2000	\$3,494.00	\$4,408.00	\$6,316.00	\$7,322.00
9	0-3000	\$4,268.00	\$4,769.00	\$7,398.00	\$8,992.50
10	0-4000	\$4,650.00	\$5,699.00	\$8,739.00	\$12,356.00
11	0-5000	\$4,950.00	\$5,939.00	\$9,499.00	\$15,534.00
12	0-8000	\$7,944.00	\$8,968.00	\$12,674.00	\$16,754.00
13	0-12000	\$11,552.00	\$12,781.00	\$15,534.00	\$20,969.00
14	0-15000	\$12,488.00	\$13,738.00	\$23,611.00	N/A
15	0-18000	\$15,471.00	\$17,162.20	\$28,333.20	N/A

**Notes:**

A de-mobilization fee of 2 times the monthly rental fee shall apply for all units removed. If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above monthly rental fees.

This table is provided for Lee County piggybackers (City of Ft. Myers and others)

#### iii. Other Odor Control Products

<b>OTHER ODOR CONTROL PRODUCTS</b>			
<b>Item #</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>
1	VoCarb® P60 Supersack	Pound	\$3.25
2	VoCarb® P60 Bag	Pound	\$3.70
3	VoCarb® 36C Supersack	Pound	\$2.25
4	VoCarb® 36C Bag	Pound	\$2.70
5	MIDAS® C20 (coconut based) Supersack	Pound	\$6.75
6	MIDAS® C30 (coconut based) Supersack	Pound	\$7.75
7	MIDAS® OCM (coal based) Supersack	Pound	\$7.40
8	MIDAS® OCM (coal based) Bag	Pound	\$8.20
9	Biofilter Nutrient 8-2-8 (5-Drum Quantity)	Gallon	\$20.00
10	Biofilter Nutrient 8-2-8 (5-Gallon Minimum)	Gallon	\$30.00
11	Bioglas® Media	Pound	\$9.50



## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

#### **Fully Automated Odor Control Products**

- |   |              |
|---|--------------|
| 1. H2S Monitor                          | \$275.00/mo. |
| 2. Advanced Dosing Controller & Monitor | \$450.00/mo. |

*Monthly fee includes Internet access to data. The County shall be responsible for any necessary site improvements, utilities, and security required for the application of the products and services listed herein.*

#### **Professional Services:**

- | <b><u>Description</u></b> | <b><u>Fee</u></b> |
|---------------------------|-------------------|
| 1. Chemist                | \$175.00/hr.      |
| 2. Technician             | \$155.00/hr.      |

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## EXHIBIT C

### INSURANCE REQUIREMENTS



### Lee County Insurance Requirements Includes Pollution Liability

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

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
  - \$1,000,000 per occurrence
  - \$2,000,000 general aggregate
  - \$1,000,000 products and completed operations
  - \$1,000,000 personal and advertising injury
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
  - \$1,000,000 combined single limit (CSL); or
  - \$500,000 bodily injury per person
  - \$1,000,000 bodily injury per accident
  - \$500,000 property damage per accident
- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
  - \$500,000 per accident
  - \$500,000 disease limit
  - \$500,000 disease – policy limit
- d. **Pollution Liability** – Covering property loss and liability arising from pollution-related damages, for sites that have been inspected and found uncontaminated. Transporter moving hazardous products or waste as cargo aboard the transporter's truck:

\$1,000,000 bodily injury / property damages / cleanup, including wrongful delivery

***\*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."***

## EXHIBIT C

### INSURANCE REQUIREMENTS



<b>Lee County Insurance Requirements Includes Pollution Liability</b>
---

**Verification of Coverage:**

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

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

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

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

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

**Special Requirements:**

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

**EXHIBIT D**  
**VENDOR BACKGROUND SCREENING AFFIDAVIT**



**VENDOR BACKGROUND  
SCREENING AFFIDAVIT**

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

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

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

Date: 8/28/2024

Signature

STATE OF COLORADO  
COUNTY OF EL PASO

Rodney Aulick / President  
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 28 day of August, 2024, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: \_\_\_\_\_.

Type of Identification

[Stamp/seal required]

Signature, Notary Public

