

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

Blue Sheet No. 20030699

1. REQUESTED MOTION:

ACTION REQUESTED: Approve award of Formal Quotation Q-030482, for a replacement Carbon Odor Control System for the Fort Myers Beach Waste Water Treatment Plant, to the low quoter meeting all specifications requirements, Bay Products, Inc., in the amount of \$63,050.00. Also approve Budget Transfer of \$63,050 from FCWC-Fort Myers Beach Reserves to the Odor Control System-Fort Myers Beach Wastewater Treatment Plant project and amend FY 02/03-06/07 CIP accordingly.

WHY ACTION IS NECESSARY: Board approval is required.

WHAT ACTION ACCOMPLISHES: Provides delivery of a new carbon vessel and activated carbon to the wastewater plant for subsequent installation by Lee County Utilities.

2. DEPARTMENTAL CATEGORY: 10- Util.
COMMISSION DISTRICT # 3
CIOE

3. MEETING DATE:
07-08-2003

4. AGENDA:

CONSENT
 ADMINISTRATIVE
 APPEALS
 PUBLIC
 WALK ON
 TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

STATUTE
 ORDINANCE
 ADMIN. AC-4-1
 CODE
 OTHER

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER
 B. DEPARTMENT Public Works Utilities
 C. DIVISION

BY: Rick Diaz, P.E., Director
[Signature] 6/23/03

7. BACKGROUND: Sealed quotes were received by the Division of Purchasing On May 27, 2003. On that date nine (9) responses were received. Five (5) were "no bids". After review, recommendation was made to award to the low quoter meeting all specification requirements, Bay Products, Inc. for a total of \$63,050.00.

Funds will be available in account string: 20725448732.506540

ATTACHMENTS:

- (1) Tabulation Sheet
- (2) Dept Request for Quotations
- (3) Specifications
- (4) Bay Products Quotation
- (5) Departments Recommendation

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>[Signature]</i> 6/23/03	<i>[Signature]</i> 6-19-03 PA 6-19-03		<i>[Signature]</i> 6/24/03	<i>[Signature]</i> 6/25/03	OA <i>[Signature]</i> 6-25-03	OM <i>[Signature]</i> 6/26/03	Risk <i>[Signature]</i> 6/26/03	GC <i>[Signature]</i> 6/25/03	<i>[Signature]</i> 6-23-03

10. COMMISSION ACTION:

- APPROVED
 DENIED
 DEFERRED
 OTHER

Rec. by CoAtty
 Date: *6/25/03*
 Time: *11:24 am*
 Forwarded To:
Aty Admin

RECEIVED BY
 COUNTY ADMIN.
[Signature]
6/25/03
2:45pm
[Signature]
6/26/03
3:30pm

**MEMORANDUM
FROM
THE DIVISION OF PURCHASING**

DATE: JUNE 19, 2003

TO: RICK DIAZ
UTILITIES

Janet Sheehan
FROM: JANET SHEEHAN, CPPB
PURCHASING DIRECTOR

RE: BLUE SHEET # 20030699

PROJECT: Carbon Odor Control System

AWARDED TO: Bay Products, Inc.

When you have finished your review of this package, please forward it to Kristie Kroslack in the County Attorney's Office.

If there are any questions or concerns with this package, please contact Patti Armbruster at 689-7385.

JUN 23 2003



Lee County
SOUTHWEST FLORIDA

INTEROFFICE MEMORANDUM
FROM
PUBLIC WORKS
UTILITIES

ATTACHMENT 2

Date: April 17, 2003

To: Purchasing Division

From: Glenn Semanisin

RE: FT MYERS BEACH WWTP ODOR CONTROL SYSTEM

CIP # 7254 (20-7254-48720)

Our Department wishes to receive formal quotes for materials to construct a Carbon Odor Control system at the Ft Myers Beach Wastewater Treatment Plant. The materials shall be delivered to the site, located at 17155 Pine Ridge Road, Ft Myers, FL 33908.

Installation of the materials will be accomplished by Utilities staff. Specifications for the materials are enclosed.

Also enclosed is a list of vendors who may be interested in quoting this project.

Any questions regarding technical aspects of the system should be directed to:

Glenn Semanisin, Project Manager
Lee County Utilities
1500 Monroe Street
Ft Myers, FL 33901
239-479-8598
239-479-8176 (F)

cc: L. Wall
T. Hill
D. Gullledge

03 APR 18 AM 11:56

ATTACHMENT 3



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: Q-030482

OPEN DATE: MAY 27, 2003

AND TIME: 2:30 P.M.

PRE-BID DATE: MAY 15, 2003

AND TIME: 11:00 A.M.

LOCATION: LEE COUNTY PURCHASING
3434 HANCOCK BRIDGE PKWY.
N. FT. MYERS, FL 33903

REQUEST FOR QUOTATIONS

TITLE:

THE PURCHASE OF A CARBON ODOR
CONTROL SYSTEM

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING

MAILING ADDRESS

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

PHYSICAL ADDRESS

3434 HANCOCK BRIDGE PKWY, #307
NORTH FORT MYERS, FL 33903

BUYER: BOB FRANCESCHINI, C.P.M., CPPB
PURCHASING AGENT
PHONE NO.: (239) 689-7385



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: _____

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

May 20, 2003

Quotation No.: Q-030482

**LEE COUNTY ADDENDUM NUMBER ONE
TO THE SPECIFICATIONS FOR
THE PURCHASE OF A CARBON ODOR CONTROL SYSTEM**

**QUOTERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL
QUOTE FORM (PAGE 13).**

The original specifications and other contract documents are amended as noted below:

The attached memorandum dated May 16, 2003 from Glenn Semanisin of Lee County Utilities is attached for edification and clarification purposes for all interested vendors.

If there are any questions regarding this addendum, please contact Bob Franceschini at 239-689-7385.

DIVISION OF PURCHASING

Robert D. Franceschini, C.P.M., CPPB
Purchasing Manager

cc: Glenn Semanisin/Lee County Utilities
Lisa Pierce/Minutes



Lee County
SOUTHWEST FLORIDA

INTEROFFICE MEMORANDUM
FROM
PUBLIC WORKS
UTILITIES

Date: May 16, 2003

To: Bid Package Holders

From: Glenn Semanisin

SUBJECT: FORMAL QUOTE # Q-030482
CARBON ODOR CONTROL SYSTEM

In response to questions submitted by a prospective bidder, the following statements and/or conditions will apply:

Q: Are existing exhaust dampers and stacks to be re-used or are these items to be replaced by the Vendor?

A: The existing tank, exhaust dampers and exhaust stacks have been demolished. New dampers, stacks and rain hoods must be provided with the new carbon vessel.

Q: Are existing external piping and manometer to be re-used?

A: The existing external piping and manometer have been demolished. The Vendor shall provide new manometer, piping, fittings and other appurtenances for a complete system.

Q: Section 1.07C of the specifications references performance testing, yet no performance criteria is provided. Please clarify performance criteria.

A: Performance criteria will be measured by:

- 1) The ability of the vessel to handle an influent air flow of 10,000 cubic feet per minute, evenly proportioned between the two carbon beds; and
- 2) The ability to remove 95% of H₂S in the influent air stream, with the influent stream between 10 and 50 ppm, measured randomly over a 48 hour period. H₂S removal measurements shall be made by Lee County staff, or a certified testing lab acceptable to both parties and paid for by the Vendor.

Q: Will Vendor be provided with as-built drawings of the existing system to ensure proper alignment with the inlet ducting?

A: Yes, As-builts will be provided prior to preparation of shop drawings for the vessel.

GENERAL CONDITIONS

Sealed Quotations will be received by the DIVISION OF PURCHASING, until 2:30pm on the date specified on the cover sheet of this "Request for Quotations", and opened immediately thereafter by the Purchasing Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (239) 689-7385.

1. SUBMISSION OF QUOTE:

a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:

1. Marked with the words "Sealed Quote"
2. Name of the firm submitting the quotation
3. Title of the quotation
4. Quotation number

b. The Quotation shall be submitted in triplicate as follows:

1. The original consisting of the Lee County quotes forms completed and signed.
2. A copy of the original quote forms for the Purchasing Director.
3. A second copy of the original quote forms for use by the requesting department.

c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.

1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
2. Warranties and guarantees against defective materials and workmanship.

d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".

- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
 - f. **QUOTE 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.
 - g. **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.).
 - h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
 - i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
 - j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.
2. **ACCEPTANCE**

The materials and/or services delivered under the quote **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 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. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equality. However, if a product other than that specified is quote, it is the vendor's responsibility to name such product with his quote and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the quoter is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation require only a specific product as stated in the detailed specifications.)

4. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

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.

- a. Occupational License – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the quote all necessary permits and/or license required for the sale of this product and/or service and upon the request of the County provide copies of licenses and/or permits within 10 calendar days after request.

5. **RECYCLED PRODUCTS**

It is the Lee County Board of County Commissioners' stated policy objective to "Ensure all departments are aware of the availability of recycled products..." (Administrative Code #AC-10-4). In an effort to provide the utmost opportunity for the use of recycled products by Lee County, vendors should list on their letterhead, all necessary information regarding any applicable recycled products they have available. Recycled products should meet all other specifications listed and have a minimum of 50%-recycled content. Whenever fiscally feasible, available recycled products will be purchased.

6. **WARRANTY/GUARANTY** (unless otherwise specified)

All materials and/or services furnished under this quote shall be warranted by the vendor to be free from defects and fit for the intended use.

7. **PRE-BID CONFERENCE**

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

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to ensure that they are represented at the pre-bid. Only those quoters who attend the pre-bid conference will be allowed to quote on this project.

8. **BIDDERS LIST MAINTENANCE**

A bidder should respond to "Request for Quotations" in order to be kept on the Bidder's List. Failure to respond to three different "request for quotations" may result in the vendor being removed from the Bidder's List. A bidder may do one of the following, in order to respond properly to the request:

- a. Submission of a quotation prior to the quote receipt deadline.
- b. Submission of a "no bid" notice prior to the quote receipt deadline.

9. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail one original invoice and one invoice copy 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 quote.

Lee county will not be liable for request of payment deriving from aid, assistance, or help by any individual, vendor, quoter, 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 quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

10. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, shall file with the County's Purchasing Director or Public Works Director a written "Notice of Intent to File a Protest" not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of a "Notice of Intended Decision" from the County with respect to the proposed award of the formal bid/quote/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 shall 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 Purchasing 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/quote/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 (CSD: 514), along with the bid/quote/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/quote/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, statues, 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 Purchasing Director or Public Works Director (as appropriate) may abate the award of the formal bid/quote/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/quote/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/quote/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.”

11. **PUBLIC ENTITY CRIME**

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.

12. **QUALIFICATION OF QUOTERS** (unless otherwise noted)

Quotes will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Quoters 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 quotes where evidence submitted or investigation and evaluation indicates an inability of the quoter to perform.

13. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on quoted materials, as may apply to this procurement.

14. **MISCELLANEOUS**

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

15. **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.

16. **AUTHORITY TO PIGGYBACK**

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

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this quote from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

b) **Any Single Large Project**

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

c) **Disadvantaged Business Enterprises**

The County, in its sole discretion, reserves the right to purchase any of the items in this quote from Disadvantage 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 quote from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

d) **Anti-Discrimination**

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.

18. **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.

19. **DRUG FREE WORKPLACE**

Whenever two or more quotes/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a quote/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.

20. **REQUIRED SUBMITTALS**

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

21. **TERMINATION**

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

Any vendor who has voluntarily withdrawn from a formal quote/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 Purchasing.

22. **CONFIDENTIALITY**

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

23. **ANTI-LOBBYING CLAUSE**

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.

24. **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 QUOTE FORM
FOR THE PURCHASE OF A
CARBON ODOR CONTROL SYSTEM**

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:

The undersigned acknowledges receipt of Addenda numbers:

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

YES _____

NO _____

TOTAL COST: \$ _____

TO BE DELIVERED 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.

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

Are there any modifications to the quote or specifications:

Yes _____ No _____

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE 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) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: _____

REVISED: 7/28/00

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR THE PURCHASE OF A
CARBON ODOR CONTROL SYSTEM**

SCOPE

The intent of this specification is to obtain a source for the purchase of one (1) complete activated carbon odor control system for use at the Fort Myers Beach Wastewater Treatment Plant by the Lee County Utilities Division.

REQUIRED SYSTEM

The required system is detailed in the following specifications. All components of the system shall be new and unused.

DELIVERY REQUIREMENTS

The total cost quoted shall include delivery (F.O.B. Ft. Myers, FL) to the following location:

Fort Myers Beach Wastewater Treatment Plant
17155 Pine Ridge Road
Fort Myers, FL 33908

BASIS OF AWARD

The basis of award for this quote will be the low quoter meeting specifications.

LEE COUNTY CONTACT

The Lee County contact for technical questions related to this quotation will be Glenn Semanisin, Project Manager, Lee County Utilities; at (239) 479-8598.

REMOVAL & DISPOSAL OF EXISTING UNIT

Lee County Utilities will be responsible for the removal and disposal of the existing unit.

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. 00-10 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 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 five (5) years, and that has the personnel, equipment and materials located within the boundaries of Lee 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.

ACTIVATED CARBON ODOR CONTROL SYSTEM

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. The vendor shall supply an activated carbon odor control system, complete and ready to place into service. The system includes an odor control vessel with internal supporting rings, fittings for drains, vents, sampling taps and connections to existing ductwork, and catalytic activated carbon to fill the vessel.

1.02 SUBMITTALS

- A. Vendor shall furnish complete shop drawings, cut sheets and/or detailed descriptions of all equipment to be provided. Detailed chemical composition data for the carbon media shall be provided by the media supplier. Lee County Utilities may test samples and approve the carbon media prior to authorizing use of the selected media.
- B. The vessel manufacturer shall submit a certificate listing the resin to be used and detailing the connections, lifting hooks and tie down locations prior to fabrication.

1.03 SCOPE OF WORK

- A. Furnish and deliver to the job-site a 10' diameter chop/hoop filament-wound glass fiber reinforced tank with a minimum volume of 7,500 gallons and capable of handling an air flow of 10,000 cfm. The vessel shall be a dual bed design with internal fiberglass racks to support upper and lower levels of carbon absorption media. Tank shall be equipped with pressure differential manometer and fittings, two (2) - 8-foot high fiberglass or PVC exhaust stacks with rain hoods and three (3) - 1" diameter carbon sample probes with CPVC ball valves for each carbon bed. Tank design shall incorporate a stainless steel ground rod for each carbon bed. Tank design and fittings shall be as required to match existing connections which include an 24" influent flange, 18" effluent flanges, 24" manway flange, 2" bottom drain flange, 8" bottom flushing flange, 1" pressure manometer flanges, 1" sample probe flanges, base plates, lift rings and an aluminum access ladder.
- B. Provide sufficient catalytic activated carbon to fill the tank after installation.

1.04 QUALITY ASSURANCE

The system shall be designed and produced by a manufacturer experienced in the production of odor control systems for wastewater facilities. The vendor shall provide a list of at least five (5) similar installations, with names and phones numbers of the owners, as references.

1.05 ACTIVATED CARBON

Sufficient catalytic activated carbon shall be provided to fill each of the two (2) absorption beds to a depth of approximately 36 inches. The catalytic activated carbon shall be granular, virgin carbon derived from bituminous coal. Products such as CENTAUR HSV, as manufactured by the Calgon Carbon Corp. or equal, shall meet

the requirements of this section. The catalytic activated carbon shall be suitable for the vapor phase absorption of sewage odors and may not be chemically impregnated. The carbon supplied shall be of a type that can be regenerated in-place with clean water. Carbon which requires caustic, permanganate, chlorine, organic, or other solutions for regeneration is not acceptable.

The carbon media supplier shall submit the following performance characteristics:

- H₂S Capacity *
- CCI₄ Number, percent by weight (per ASTM D 3467)
- Butane activity
- Ash content
- Moisture content
- Iodine Number
- Mean Particle Diameter
- Apparent Density
- Hardness Number

* The determination of H₂S breakthrough capacity will be made by passing a moist (85% R.H.) air stream containing 1% H₂S at a rate of 1,450 cc/min. through a 1 inch diameter by 9 inch deep bed of uniformly packed activated carbon and monitored to 50 ppm breakthrough. Results are expressed in grams H₂S removed per cc of carbon.

1.06 ODOR CONTROL VESSEL DESIGN

- A. The fiberglass vessel shall be furnished with all fittings, lifting hooks and accessories shown and specified herein, including but not limited to manways with covers for access to the carbon beds, external ladder, handways with covers for access to air plenums, a flanged cover for access through the top of the carbon vessel, a blind flange for the air inlet connection to provide leakproof shut-off during regeneration, an FRP flanged connection with isolation valve for connection to plant drain system to drain regeneration solution, pressure taps upstream and downstream of each carbon bed for measurement of pressure drop, and three sample probes evenly spaced in each carbon bed. No press molded or compression molded flanged nozzles are acceptable. All cut walls shall be reinforced as required by service conditions. All covered access ways, sample probes, pressure taps, and drain connections shall be air and watertight.

1.07 START-UP AND TEST

- A. Vendor shall make equipment adjustments required to place system in proper operating condition.
- B. Test the systems for proper operation in the presence of Lee County Utilities personnel. Vendor shall furnish all testing equipment and devices required.
- C. If the systems fail to meet any of the specified performance requirements, vendor shall modify and/or replace defective equipment until it meets specified requirements. Re-test system to verify satisfactory operation.

- D. After installation of vessel is complete but before piping connections are made, Lee County Utilities shall block all outlets and fill vessel with water to for leaks. No leakage will be permitted. After installation is complete including pipe connections, pump water from bulk storage tanks to day tanks to test transfer pumps and connections. No leakage will be permitted. Drain water and clean outside of tanks and nozzles with detergent and rinse with plant finish water.

- E. Test and operate each component to perform the services listed below:
 - a. Inspect the completed installation.
 - b. Test, calibrate and adjust all components.
 - c. Assist in initial start-up and field-testing.
 - d. Instruct Lee County Utilities personnel in the operation and user maintenance of all components. Conduct a training seminar at the site.
 - e. Supervise the correction of any defective or faulty work before and after acceptance by Lee County Utilities.

FIBERGLASS TANKS & VESSELS

1.0 SCOPE

- 1.1 This standard covers the design, fabrication, and testing of fiberglass tanks and vessels for storage of liquids.

2.0 REFERENCES

- 2.1 All work performed and all materials furnished under this Standard shall conform to the applicable publications and standards of the organization listed below, latest editions:

2.1.1 American Society for Testing and Materials.

2.1.1.1 Chop/Hoop filament-wound glass fiber reinforced vinyl ester and polyester chemical-resistant tanks shall be manufactured in accordance with ASTM D3299-95A.

2.1.1.2 Classifying Visual Defects in Glass Reinforced Laminates and parts made there from, ASTM C582, table 5.

2.1.1.3 Test for Indentation Hardness of Plastics by means of a Barcol Impressor, ASTM D2583.

2.1.2 American National Standards Institute-B16.5 Steel Pipe Flanges Flanged Fittings.

3.0 DESIGN

3.1 General

- 3.1.1 It is the object of this specification to provide as much design information as possible. Therefore it is intended that the tank fabricator submit complete shop drawings of the tank in order to produce tanks which will be adequate for the intended purpose.
- 3.1.2 Details are often indicated without being fully designed. It is intended that the tank fabricator furnish a design based on the information given which will meet the requirements of the job regarding strength, corrosion resistance, and practicality.
- 3.1.3 Tanks shall be designed for 130 mph wind loading and hold down lugs are required for all tanks.
- 3.1.4 Other design requirements shall be considered such as stiffening in top heads, flange lips for agitated tanks, lifting lugs, etc.

3.2 Shell, Heads & Joints

3.2.1 Shell thickness design shall be determined based on a full tank of liquid. The standard tank is designed for a maximum liquid specific gravity of 1.3. All thicknesses determined in accordance with this paragraph do not include liners or corrosion barriers. Liners and corrosion barriers shall not normally be considered as contributing structural strength to the laminate.

3.2.2 For chop/hoop filament wound storage tanks subject to hydrostatic head, the minimum wall thickness, shall be determined by the following formula:

$$t = \frac{PD}{SH}$$

t = Wall thickness, inches;

P = Pressure, psi;

D = Inside diameter, inches;

SH = Hoop Stress, psi

SH = ET Z where: ET = hoop tensile modulus

Z = allowable strain of 0.001 in./in.

3.2.3 For chop/hoop filament wound tanks subject to hydrostatic head the minimum physical properties are to be as follows:

Tensile Strength (PSI) 29,000

Flexural Strength (PSI) 30,000

3.2.4 In no case shall the minimum wall thickness be less than 1/4" on chop/hoop filament wound tanks.

3.2.5 Open top, vertical tanks shall be constructed with a horizontal flange lip at the top of the tank which shall be of sufficient rigidity to maintain the shape of the tank.

3.2.6 Where top heads of vertical tanks are required to support operating personnel, auxiliary equipment or snow loads, stiffener ribs, thickening of heads or other means shall be used to provide structural rigidity.

3.2.7 Top heads of all vertical tanks shall be annular domes or dished unless otherwise specified on drawings.

3.2.8 The knuckle radius of all flat bottom tanks shall be 1-1/2" minimum.. The knuckle area shall be reinforced on the chop/hoop filament wound tanks. It shall be reinforced as specified in ASTM D-3299-95A.

3.3. Laminate

- 3.3.1 An ultraviolet outdoor stabilizer shall be incorporated in the final coat of resin or pigmentation. The amount of stabilizer shall be per the resin manufacturer's recommendations.
- 3.3.2 Cut edges exposed to the chemical environment shall be coated with resin. The resin used shall be that designated in the tank design materials and must contain paraffin to assure adequate surface cure.
- 3.3.3 The laminated shall consist of an inner surface, an interior layer, and an exterior layer or structural laminate.
- 3.3.4 The compositions specified for the inner surface and the interior layer are intended to achieve optimum chemical resistance. This portion is also called the inner "corrosion barrier".
- 3.3.5 The inner surface shall be free of cracks and crazing with a smooth finish and with an average of not over 10 pits per square foot, providing the pits are less than 1/8 inch diameter and not over 1/32 inch deep and are covered with sufficient resin to avoid exposure of inner surface fabric. Some waviness is permissible as long as the surface is smooth and free of pits. Between 7-20 mils of reinforced resin rich surface shall be provided. This surface is reinforced with glass surfacing veil or a synthetic fiber veil.
- 3.3.6 A minimum of 90 mil of laminate is required in the corrosion barrier and will be reinforced with not less than 27 percent nor more than 33 percent by weight of noncontinuous glass strands having fibers lengths from 0.5 and 2.0 inches.
- 3.3.7 The exterior layer or body of the laminate shall provide the additional strength necessary to meet the tensile and flexural requirements. Where separate layers such as mat is used, all layers shall be lapped a minimum of one inch. Laps shall be staggered as much as possible. The exterior surface shall be relatively smooth with no exposed fibers or sharp projections.
- 3.3.8 The overall glass content of hand laminated construction shall be between 27 and 33 weight %. The structural wall glass content of filament wound laminate construction shall be about 50% by weight.
- 3.3.9 The laminate shall be allowed to cure to tackfree condition at ambient temperature prior to any post cure.

3.4 Tank Connections and Appurtenances

- 3.4.1 All connections on equipment and tanks will be FRP flanged or female NPT (threads) coupling unless otherwise specified.
- 3.4.2 Hand lay up flanges will be used on all flange connections.

- 3.4.3 The machine facing of the back of the flanges is permitted. All bolt holes shall be spot faced for SAE size washers if required.
- 3.4.4 Flange drilling on pipe connections shall be in accordance with ANSI B-16.5 for 150# bolting configuration.
- 3.4.5 Bolt holes in flanged nozzles are to straddle the vertical centerline.
- 3.4.6 On all flanges, that require blind flanges, full face elastomeric gaskets having a Shore A 40-50 durometer hardness may be specified. A Teflon 5/32" diameter rope gasket and type 304 bolting hardware will be supplied as a standard with all blind flanges.

4.0 MATERIALS

4.1 Resin

- 4.1.1 The resin shall be selected by the tank fabricator, based on the resin suppliers corrosion guide for the service specified.
- 4.1.2 For application requiring fire-retardant resins, the level of retardance shall be determined by Lee County Utilities. Antimony trioxide will be added to the resin selected to meet the retardance level if required. (Not applicable to corrosion liner).
- 4.1.3 The resin used shall not contain fillers unless specified. When specified, up to 2 to 4% by weight of thixotropic agent Cab-O-Sil, or equal, may be used for viscosity control in the parafinized top coat on vertical surfaces, provided it will not interfere with visual inspection.
- 4.1.4 The cure system will be catalyzed with MEKP (Methyl Ether Ketone Peroxide) with cobalt naphthenate and in some cases, DMA promoters as recommended by the resin supplier. All tanks fabricated to this specification shall be cured to at least 90% of the minimum Barcol hardness specified by the resin manufacturer. This requirement applies to both interior and exterior surfaces. (Note: The use of paraffin wax in the resin or the use of organic fiber veil may lower the Barcol hardness readings without necessarily indicating undercure.

A BPO (Benzoyl peroxide) curing agent system is provided for certain chemical contents where specified by resin suppliers.
- 4.1.5 Ultra violet absorbers and/or pigments shall be added to the final resin exterior layer to improve weather resistance.
- 4.1.6 Wax must be added to the final resin layer in order to prevent air inhibition.
- 4.1.7 FRP tanks shall be designed and constructed to meet all requirements specified herein and shall be suitable for continuous, 24 hour service.

4.2 Reinforcement

- 4.2.1 Chemical surfacing mat (veil) shall be Type C (Chemical) glass, 10 mils thick, with a silane finish and a binder compatible with the resin on all chop/hoop filament wound tanks. No additives shall be used in corrosion barrier.
- 4.2.2 Where services require, a type 1012 open Dacron polyester fiber 12 to 16 mils thick, as manufactured by Burlington Industries is utilized. Thixotropic agents shall not be used for this service. Equivalent materials may be substituted if specified and agreed to by Lee County Utilities.
Some of the services (contents) where the above is required are: hydrofluoric acid, hydro-fluosilicic acid, sodium hypochlorite, and sodium hydroxide.
- 4.2.3 Chopped strand mat shall be Type E (electrical borosilicate) glass, minimum 1-1/2 oz. per sq. ft., with silane finish and a styrene soluble reactive binder.
- 4.2.4 Chopped roving where used in the chop/hoop filament winding will be a type E glass with a silane type finish.
- 4.2.5 All materials shall be new and be of the best quality.

5.0 DRAWINGS

- 5.1 Upon acceptance of the purchase order, The tank fabricator shall prepare specification sheets or approval drawings, for fabrications. These drawings shall be submitted to Lee County Utilities for review and approval prior to the start of fabrication, unless approval is not required.
- 5.2 The tank service, tank overall dimensions and the tank fabricators name shall appear prominently in all drawing title blocks.
- 5.3 The detail drawings shall show the following:
 - 5.3.1 Location and details of all nozzle attachments.
 - 5.3.2 Type of resin.
 - 5.3.3 Thickness of shell and heads (if required for construction).
 - 5.3.4 Service temperature.
 - 5.3.5 Specific gravity.
 - 5.3.6 Nozzle schedule, including size.
 - 5.3.7 Locations of ladder, lifting, hold down, or support lugs.
 - 5.3.8 Capacity (gals).
 - 5.3.9 UV Absorbers or other pigments, if applicable.

6.0 FABRICATION, INSPECTION & TESTING

6.1 Fabrication

- 6.1.1 The tanks shall be constructed in accordance with ASTM D 3299 for filament-wound tanks. Tolerances on tank diameter and height shall be in accordance with ASTM D-3299.
- 6.1.2 All cured resin surfaces where parts are to be joined shall first be roughened by sanding or grinding. The roughened area shall extend beyond the work area so that no lay-up is made on a mold surface. Surfaces shall be clean and dry before lay-up. The entire roughened area must be resin coated when the joint is made.
- 6.1.3 All cut edges shall be coated with resin so that no glass fibers are exposed and all voids are filled.
- 6.1.4 The exterior surface shall be relatively smooth with no exposed fibers or sharp projections. Air bubbles, dry spots, pinholes, pimples and delaminations should be as defined in Section 6.2.3 of this spec.

6.2 Inspection and Testing

- 6.2.1 The tank fabricator shall make a dimensional check including nozzle dimensions or orientation, tank diameter, height, and thickness.
- 6.2.2 Evidence of cure will be an established Barcol hardness, which shall be no less than 90% of the resin manufacturer's recommended figure. A cured resin surface shall not become tacky when rubbed with an acetone impregnated cloth.
- 6.2.3 The level of laminate defects allowable shall be in accordance with ASTM C 582 table 5, "Critical areas" shall be regarded as the internal surfaces in contact with the process solution, flanges, and highly stressed areas such as supports, seams, knuckles, etc

7.0 WARRANTY

- 7.1 The tank fabricator shall fully warrant the vessel against defects in material or workmanship for a period of three (3) years from the date of delivery. The warranty shall require repair and/or replacement in the event of failure and shall not be pro-rated. The warranty shall anticipate use of the vessel in an outdoor environment with internal portions being in contact with highly corrosive acids.

ATTACHMENT A
LOCAL VENDOR PREFERENCE QUESTIONNAIRE
(LEE COUNTY ORDINANCE NO. 00-10)

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 COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee County)

- 1. **What is the physical location of your principal place of business that is located within the boundaries of Lee 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 COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE COUNTY (Please complete this section.)

- 1. **How many employees are available to service this contract? _____**

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

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

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

Yes _____ No _____

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

INSURANCE REQUIREMENTS

STANDARD CONTRACT - Contracts that will not exceed three hundred and sixty five (365) calendar days; or where costs will not exceed \$500,000; and/or there are no unusual hazards present.

1. **Insurance Requirements:** *These are minimum requirements, which are subject to modification in response to operations involving a higher level of loss exposure.*

a. **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. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease limit per employee

b. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

\$500,000 bodily injury per person (BI)
\$1,000,000 bodily injury per occurrence (BI)
\$500,000 property damage (PD) or
\$1,000,000 combined single limit (CSL) of BI and PD

c. **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:

\$500,000 bodily injury per person (BI)
\$1,000,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$1,000,000 combined single limit (CSL) of BI and PD

****The required limit of liability shown in Standard Contract: 1.a; 1.b; 1.c; 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."***

2. Verification of Coverage:

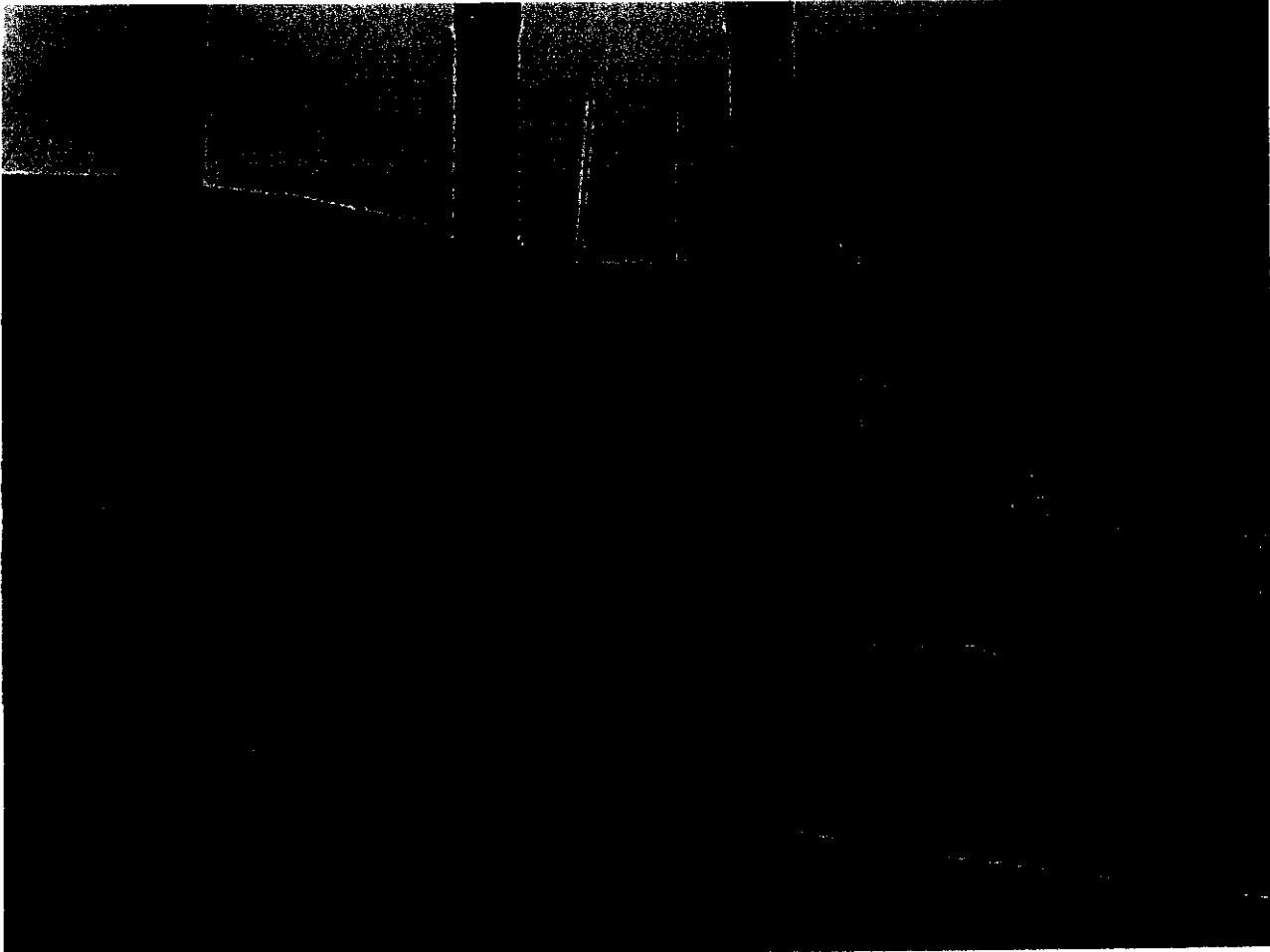
a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

1. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials@ will be named as an "Additional Insured" on the General Liability policy.***
2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

3. Special Requirements:

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

ODOR CONTROL SYSTEM
FT MYERS BEACH



EXISTING UNIT
TO BE REMOVED AND REPLACED

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your bid proposal.

Please check off each of the following items as the necessary action is completed:

- 1. The Quote has been signed.
- 2. The Quote prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. The original (must be manually signed) and 2 copies of the quote have been submitted.
- 5. Three (3) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- 6. All modifications have been acknowledged in the space provided.
- 7. All addendums issued, if any, have been acknowledged in the space provided.
- 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- 10. Any Delivery information required is included.

11. The mailing envelope has been addressed to:

MAILING ADDRESS	or	PHYSICAL ADDRESS
Lee County Purchasing		Lee County Purchasing
P.O. Box 398		3434 Hancock Bridge Pkwy #307
Ft. Myers, FL 33902-0398		N. Ft. Myers, FL 33903

12. The mailing envelope **MUST** be sealed and marked with:

Quote Number
 Opening Date and/or Receiving Date

13. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)

14. If submitting a "NO BID" please write quote number here _____

and check one of the following:

Do not offer this product Insufficient time to respond.

Unable to meet specifications (why)

Unable to meet bond or insurance requirement.

Other: _____

Company Name and Address:

ATTACHMENT 4

FORMAL QUOTE NO.: Q-030482

**LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR THE PURCHASE OF A
CARBON ODOR CONTROL SYSTEM**

DATE SUBMITTED: May 23, 2003

VENDOR NAME: Bay Products, Inc.

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:

The undersigned acknowledges receipt of Addenda numbers: 1
m. h. [signature]

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

YES _____ NO X

TOTAL COST: \$ 63,050.00

TO BE DELIVERED WITHIN 30 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

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

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



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

Are there any modifications to the quote or specifications:

Yes _____ No X

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

MODIFICATIONS:

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

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FIRM NAME Bay Products, Inc.
BY (Printed): Martin J. Crawford
BY (Signature): Martin J. Crawford
TITLE: President
FEDERAL ID # OR S.S.# 88-0507321
ADDRESS: 711 S. Carson Street, Suite 4
Carson City, NV 89701
PHONE NO.: 800-429-0150
FAX NO.: 707-434-8441
CELLULAR PHONE/PAGER NO.: 707-290-7913

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: martin.crawford@bayprod.com

REVISED: 7/28/00



Lee County
SOUTHWEST FLORIDA

INTEROFFICE MEMORANDUM
FROM
PUBLIC WORKS
UTILITIES

ATTACHMENT 5

Date: June 3, 2003

From: Glenn Semanisin

To: Patti Armbruster
Purchasing Division

RE: **FORMAL QUOTE # Q-030482**
FT MYERS BEACH WWTP ODOR CONTROL SYSTEM

I have reviewed all four (4) bids received based upon both price and performance standards. I hereby recommend that the quote be awarded to Bay Products, Inc., the lowest responsive bidder. I found that their bid is in conformance with the specifications and our delivery requirements for this project.

We ask that you prepare a bluesheet for award of this quote by the BOCC. Utilize the following data in the preparation of the bluesheet:

Why is action necessary?

To replace an existing carbon control vessel for odor control at the Ft Myers Beach Wastewater Treatment Plant.

What the action accomplishes?

Provides for delivery of a new carbon vessel and activated carbon to the Wastewater plant for subsequent installation by Lee County Utilities staff.

Account String # 20-7254-48720

cc: D. Gulledge
J. Harper
T. Hill
L. Wall

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