

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

Blue Sheet No. 20040695

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the award of Formal Proposal P-040211, Lime Feeders/Slakers and Accessories for Lee County Utilities, for the Department of Public Works (Utilities Division) to Chemeo Systems, LP as the sole qualified vendor to provide this type of equipment. The total cost for the purchase of two units is \$109,666. Also approve the optional cost of installation at a non quoted cost of \$26,571 and a not to exceed price of \$15,000 for the electrical contractor, Gulf States, Inc. Funding will come from the individual departments budget and they will be responsible for monitoring their own expenditures.

WHY ACTION IS NECESSARY: All purchases over \$50,000 require board approval.

WHAT ACTION ACCOMPLISHES: Allows Public Work/Utilities Division to obtain this equipment.

2. DEPARTMENTAL CATEGORY: 10
COMMISSION DISTRICT # 5

CIOA

3. MEETING DATE:

06-29-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

AC-41

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT *Public Works*
- C. DIVISION *Utilities Division*

BY: *Rick Diaz, P.E., Director*

[Signature]
6/8/04

BACKGROUND: On January 12, 2004 Purchasing received a request from the Lee County Utilities Division to initiate the process to solicit proposals for the procurement of two Lime Feeders/Slakers with Accessories. The anticipated cost and complexity of this procurement required the use of the two-step formal proposal procedure. Step-One was for qualifications of firms and Step-Two was for the pricing. On March 30, 2004 three vendors submitted their Step-One Qualifications and Step-Two Pricing. On April 19, 2004 in response to Step-One submittals Utilities qualified one of the three vendors, Chemeo Systems, LP. The Step-Two opening was held on May 11, 2004 reflecting Chemeo Systems, LP cost to the county for the purchase of two units at \$109,666.

Account String: 20712648730.506410

- (1) Tabsheets
- (2) Step-One & Step-Two Departmental Recommendation
- (3) Step-One Specifications
- (4) Step-Two Specifications
- (5) Chemeo Systems, L.P. Pricing
- (6) Revised Installation Cost from Chemeo Systems
- (7) Gulf States, Inc. NTE Cost

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>6-9-04</i> <i>[Signature]</i> Lavender	<i>Must check in</i> <i>6-8-04</i> <i>[Signature]</i> <i>6-8-04</i>	N/A	<i>[Signature]</i> Dearborn Date:	<i>[Signature]</i> 6/15/04	<i>[Signature]</i> 6/15/04	<i>6-9-04</i> <i>[Signature]</i> Lavender

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *6/10/04*
Time: *1 PM*
[Signature]
6/10/04

RECEIVED BY
COUNTY ADMIN: *[Signature]*
6/10/04
3:30 pm
COUNTY ADMIN
FORWARDED TO: *[Signature]*
6/10/04

FORMAL QUOTATION #P-040211	LEE COUNTY, FLORIDA TABULATION SHEET				
OPENING DATE: May 11, 2004	FOR				
BUYER: Chris Jeffcoat	STEP-TWO LIME FEEDERS/SLAKERS AND ACCESSORIES FOR LEE COUNTY UTILITIES				
VENDORS	Chemco Systems, LP				
COPIES PROVIDED	YES				
GRAND TOTAL FOR TWO UNITS	\$109,666.00				
TO BE DELIVERED WITHIN	42				
LOCAL VENDOR PREFERENCE	NO				
MODIFICATIONS	NO				
QUOTE SIGNED	YES				
This vendor offered two optional prices.					
(1) \$98,914.00 for units as furnished previously					
(2) \$30,621.00 for installation of units					
NO BIDS					
POSTING TIME/DATE					
FROM: _____ / _____					
UNTIL: _____ / _____					
BY:					



Lee County
SOUTHWEST FLORIDA

**INTEROFFICE MEMORANDUM
FROM
PUBLIC WORKS
UTILITIES**

Date: April 19, 2004

TO: Christopher Jeffcoat, Purchasing
Manager, LCU

From: Thomas Hill, Sr. Utilities
Manager, LCU

**SUBJECT: Review Committee Recommendations for Project #P-040211
Lime Feeders/Slakers & Accessories for LCU – Request for Proposals**

Lee County Utilities (LCU) selected an internal committee to review submitted qualifications received on March 30, 2004 for Project #P-040211. Members included Mr. Richard Hawes, Lead Operator of LCU's Corkscrew Water Treatment Facility, Mr. Hank Barroso, South Water Treatment Superintendent and Mr. Thomas Hill, Sr. Utilities Manager. After having reviewed the supplied materials from the proposed vendor, the following recommendations have been determined on a pass-fail basis.

- Enpro Technologies Ltd. – Fail**
- Coffman Industries - Fail**
- Chemco Systems, L.P. – Pass**

Review synopses of reviews are as follows:

Enpro Technologies Ltd.

Section 1.02 Description of System

- C. AC Feed motor depicted as "fixed rate" not AC VFD controlled as specified. Lovejoy motor coupling not supplied as specified.
- D. Control panel not supplied as specified. Slaker controllers mounted on slaker unit, not remotely, as specified.
- E. Non-responsive to entire specification.

Section 1.03 System Operation

Vendor did not adequately prove that the unit could automatically adjust feed rate based Off of ph set points through PLC & HMI controls.

Section 1.05 Regional Submittals

- A-3. No electrical schematics and interconnecting wiring diagrams were provided.
- A-4, 5, 6, 8 and 9. Not provided.

Financial Qualifications

Insurance requirements lower than those specified.

Section 2.02 Rotary Feeders

Lovejoy motor coupling not provided as specified.

Section 2.03 Line Slakers

1. Hinged covers specified but not supplied by manufacturer (page 1 reactor construction)
2. Consistency of paste done manually, not automatically as specified.
3. No forced draft heat exchanger exhaust fan as specified.

Section 2.05 System Control Panels

1. No feeder control panel mentioned or documented.
2. No surge arrestors provided.
3. No PLC provided.
4. No remote control cabinet provided or aluminum dead front.
5. No HMI unit provided.

Reference Check Form

Question #2 - response time to requests, rated as poor. Overall references provided only included 1 slaker similar to that being sought.

Coffman Systems, Inc.

Modifications to Proposal

1. Section 1.08a - Delivery required 4-6 weeks in specifications; vendor requiring 8 Weeks
2. Section 2.05a – Specifications require Medicon TSX Compact PLC and Pro-face GLC 2000 series HMI; vendor providing unapproved Automation Direct PLC & HMI

Overall findings of the review committee judged Coffman Systems, Inc. to be non-responsive to the bidding documentation requested and in fulfilling the requirements of the qualification paperwork process. Supplier made no apparent attempt to provide any information to support their abilities to meet the qualifications as provided.

Memorandum – Page 3
April 19, 2004

Section 105 – Financial Qualifications

Insurance requirements lower than those specified.

Pages 40 and 41 for Step One Qualification have not been completed.

Reference Check Form

Question #2 – response was poor.

Question #4 – response was no. Explanation given was the unit was very maintenance intensive, not considered reliable 24/7/365; there are problems with the gear boxes, they were having auger and paddle problems (premature wear); and they felt that they received poor customer service on operations of unit.

Lee County presently owns one of the units that is being proposed and through LCU's internal Operations Staff, Maintenance Department and Electrical Department Staff, it was recommended that LCU would not recommend employment of this company.

Chemco Systems, LP

Levels of response and information provided, as required in the front end documents for the bidding process, was sufficient enough to allow this vendor to progress to the second step of the purchasing procedure.

Should you have any questions or concerns in regard to the information provided, please do not hesitate to contact me.

CC: Janet Sheehan, Purchasing Director
Rick Diaz, P.E., Utilities Director, LCU
Larry Clifford, Maintenance Manager, LCU
Doug Meyer, Electrical Systems Manager, LCU
Hank Barroso, South Water Treatment Superintendent, LCU
Richard Hawes, Lead Operator, Corkscrew WTP
Earl Pflaumer, Purchasing
Robert Franceschini, Purchasing

TH/mec



Lee County
SOUTHWEST FLORIDA

**INTEROFFICE MEMORANDUM
FROM
UTILITIES DIVISION
Phone: (941) 694-4038 Fax: (941) 694-2370**

Date: 5/21/04

TO: Christopher Jeffcoat, Purchasing
Agent

From: Thomas Hill, Senior Utilities
Manager

SUBJECT: Proposal #P-040211 Lime Feeders and Accessories

After having reviewed the Bid Tabulation Sheet for the above listed project, Lee County Utilities (LCU), chooses to select Chemco Systems LP as the most qualified vendor to supply the slakers for the Green Meadows Water Treatment Plant for the listed lump sum price of \$109,666.00. LCU is also selecting the #2 optional pricing of ~~\$30,621.00~~ ^{26,571.00} for the supplier to install both slaker units. This will make the total "turn key" project cost ~~\$140,287.00~~ ^{136,237.00}

Please prepare the necessary paperwork to proceed with this decision. Your expedition is greatly appreciated. Should you have any questions or concerns, please call me at any time.

Plus "NTE" Amount of \$15,000.00 electrical

- cc Janet Sheehan Purchasing Director
- Rick Diaz, P.E., Utilities Director
- Ivan Velez, P.E. Deputy Director
- Hank Barroso, South Water Superintendent

*Plz
hand
deliver!*

07:8 10 92 11 10



PROJECT NO.: P-040211

OPEN DATE: March 30, 2004

AND TIME: 2:30 P.M.

PRE-PROPOSAL MEETING:

DATE: March 10, 2004

TIME: 10:30 A.M.

LOCATION: DIVISION OF PURCHASING
1825 HENDRY ST 3RD FLOOR
FORT MYERS, FL 33901

REQUEST FOR PROPOSALS

(STEP ONE-QUALIFICATIONS)

TITLE:

**LIME FEEDERS/SLAKERS AND ACCESSORIES
FOR LEE COUNTY UTILITIES**

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING

MAILING ADDRESS

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

PHYSICAL ADDRESS

1825 HENDRY ST 3RD FLOOR
FORT MYERS, FL 33901

BUYER: CHRIS JEFFCOAT
PURCHASING AGENT
PHONE NO.: (239) 344-5458

**LEE COUNTY, FLORIDA
QUALIFICATION FORMS FOR
THE PURCHASE OF LIME FEEDERS/SLAKERS AND ACCESSORIES
FOR LEE COUNTY UTILITIES**

INDEX OF REQUEST FOR QUALIFICATIONS

<u>STEP ONE: REQUEST FOR QUALIFICATIONS</u>	<u>PAGE</u>
INTRODUCTION	3
TWO-STEP PROPOSAL PROCESS – DEFINITION	3
GENERAL CONDITIONS	4
SIGNATURE PAGE	15
DETAILED SPECIFICATION & SCOPE OF WORK	16
REQUIRED SUBMITTALS	19
SAMPLE A - EVALUATION SHEET	35
SAMPLE B - REFERENCE CHECK FORM	40
BIDDERS CHECKLIST	41
 <u>STEP TWO: REQUEST FOR QUOTATIONS</u>	
GENERAL CONDITIONS	
PRICE PROPOSAL INFORMATION	
SIGNATURE PAGE	
DETAILED SPECIFICATIONS	
INSURANCE GUIDELINE	
LOCAL VENDOR PREFERENCE	
BIDDERS CHECKLIST	

INTRODUCTION

OVERVIEW

The Lee County Board of County Commissioners is accepting qualifications from companies interested in providing two (2) 1,000 lb./day slaker systems for the Utilities Divisions Green Meadows water treatment plant.

TWO-STEP PROPOSAL PROCESS

NOTE: PLEASE SUBMIT STEPS 1 AND 2 TOGETHER ON THE PROJECT OPENING DATE.

PLEASE USE SEPARATE SEALED ENVELOPES MARKED “STEP 1” & “STEP 2”

Lee County is utilizing a two-step process to evaluate the qualifications of proposers and allow only qualified companies to have their pricing opened and considered under Step Two.

*Step One will require interested vendors to submit the qualifications of their company.

*In Step Two, only those companies qualified in Step One will be eligible to have their pricing opened and considered.

STEP ONE – REQUEST FOR QUALIFICATIONS

In Step One, please submit all requested information to Lee County Purchasing Division, 1825 Hendry St., 3rd Floor, Ft. Myers, Florida 33901, before the deadline given on the cover of this solicitation. Qualifications received after this date and time will not be accepted.

All of the qualifications received will then be reviewed and evaluated by County staff, and a decision made as to which companies are qualified and which are not. Each company submitting qualifications will receive a letter stating whether they are qualified or not. Only those companies found to be qualified will be allowed to proceed to Step Two.

In order for a company to be considered responsive in Step One, it should submit all information requested, including appropriate signatures. Failure to meet these requirements may cause your company to be declared non-responsive.

STEP TWO – REQUEST FOR PROPOSALS – PRICES

Firms found to be qualified in Step One will be eligible to have their pricing opened and considered. This information must be completed and returned to Lee County Purchasing Division, 1825 Hendry St., 3rd Floor, Fort Myers, FL 33901, before the given deadline. Pricing information received after this date and time will not be accepted.

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 Proposals", 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) 344-5450.

1. **SUBMISSION OF PROPOSAL:**

- 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 Proposal"
 - 2. Name of the firm submitting the quotation
 - 3. Title of the proposal
 - 4. Proposal number
- b. The Proposal shall be submitted in triplicate as follows:
 - 1. The original consisting of the Lee County proposals forms completed and signed.
 - 2. A copy of the original proposal forms for the Purchasing Director.
 - 3. A second copy of the original proposal forms for use by the requesting department.
- c. The following should be submitted along with the proposal in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Proposal", 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 proposal; i.e., required submittals, literature, technical data, financial statements.
 - 2. Warranties and guarantees against defective materials and workmanship.
- d. **ALTERNATE PROPOSAL:** If the vendor elects to submit more than one proposal, then the proposals should be submitted in separate envelopes and marked as indicated above. The second, or alternate proposal should be marked as "Alternate".
- e. **PROPOSALS RECEIVED LATE:** It is the proposer's responsibility to ensure that his proposal is received by the Division of Purchasing prior to the opening date and time specified. Any proposal received after the opening date and time will be promptly returned to the proposer unopened. Lee County will not be responsible for proposals received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.

- f. **PROPOSAL CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- 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 PROPOSAL:** No proposal may be withdrawn for a period of 90 days after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal-opening date and time. Such a request to withdraw 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 proposal; to reject any or all proposals with or without cause; and/or to accept the proposal that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF PROPOSAL:** All proposals shall contain the signature of an authorized representative of the proposer in the space provided on the proposal form. All proposals shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the proposal shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the proposal **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is 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 proposed, it is the vendor's responsibility to name such product with his proposal 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 proposer 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 proposal 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 proposal 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 proposal 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 proposer to ensure that they are represented at the pre-bid. Only those proposers who attend the pre-bid conference will be allowed to proposal 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 proposal receipt deadline.
- b. Submission of a “no bid” notice prior to the proposal 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 proposal.

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

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

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, statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

Upon receipt of a timely filed "Notice of Intent to File a Protest", the 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 PROPOSERS (unless otherwise noted)

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

and reserves the right to reject proposals where evidence submitted or investigation and evaluation indicates an inability of the proposer to perform.

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

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this proposal 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 proposal any project that is outside the scope of this proposal, 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 proposal 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 proposal 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 proposals/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

20. **REQUIRED SUBMITTALS**

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

21. **TERMINATION**

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

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

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

22. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a proposal/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 PRICE FORM
FOR

STEP-ONE FOR LIME FEEDERS/SLAKERS AND ACCESSORIES FOR LEE COUNTY UTILITIES

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: _____

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

Are there any modifications to the proposal or specifications?
Yes _____ No _____

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

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

REV: 7/28/00

GREEN MEADOWS WTP
DETAILED SPECIFICATIONS
REPLACEMENT LIME FEEDER/SLAKERS and ACCESSORIES

NOTE: THE LIME FEEDER/SLAKER SYSTEM YOU ARE PROPOSING MUST COMPLY WITH ALL REQUIREMENTS AS DETAILED.

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Furnish two (2) lime feeders, slakers, and accessories. The equipment furnished under this section shall be fabricated and assembled in full conformity with the drawings, specifications, instructions, and recommendations of the equipment manufacturer.
2. Provide required lime feed and slaking equipment for the new units complete with controls, specified options, and other appurtenances necessary for a complete lime slaking system.
3. The County shall supply the required labor for the installation of the equipment. The manufacturer shall provide a field representative for the specified start-up, inspection services, and technical advice services during installation.

B. Related Work Described Elsewhere:

1.02 DESCRIPTION OF SYSTEM

Does your proposed system meet all the following requirements under "Description of System"?

Yes _____ No _____

If your answer is no, please explain.

- A. Lime Slakers - Slakers shall each consist of a slaking compartment with inside baffle arrangement to create two compartment flow and prevent short circuiting of un-slaked lime to outlet, a dust and vapor remover, a water control panel, and an integrated grit remover with an inclined rotating auger grit removal system with a "lovejoy" drive coupling arrangement. All grit remover augers, supplied with the slakers or as spare part, shall be of hardened steel and prime coated with ICI Devoe Devthane 359 Aliphatic Urethane Mastic (white) or ICI Devoe Devguard 4160-1000 alkyd primer (white). The drive mechanisms and rotating equipment shall meet OSHA requirements. The slakers shall be of all seal welded construction, fabricated of heavy gauge Type 316 stainless steel plate and structural shapes.

- B. Inlet Valve – The county has determined that the existing inlet/shut off will need to be replaced with two new knife gate valves with a minimum of 8” hand operated valve wheel for ease of operation under torque. The valve stem to be ACME 1/8” thread minimum. The lime slaker manufacturer shall provide the necessary adapters to connect the new slaking equipment to the new knife gate valves.
The discharge of the new knife gate valves shall be connected with a flexible connection provided by the new slaker manufacturer. The flexible connection shall have stainless steel mounting flanges with appropriate dimensions to bolt to the rotary valve and the lime feeder. A reinforced rubberized fabric shall connect the two flanges. The flexible connection shall allow for a vertical adjustment of between 2 to 4 inches.
- C. Feeders - Each feeder unit shall consist of a volumetric rotary feeder, heavy duty dust tight unit, with an VFD controlled variable speed “AC” motor and microprocessor controller, for precise and accurate feed rate settings. The drive motor for the feeder shall be properly supported to eliminate vibration etc. The feeder housing shall be constructed of type 316 stainless steel.
- D. Control Panel - Provide a control panel for each lime feeder and slaker which will be remotely mounted approximately 20-50 feet from slaker unit. It shall contain the required controls as specified herein. The panel shall be built by a UL approved facility, and shall be inspected, approved, and labeled, prior to shipment, in accordance with UL 508 requirements. The panel shall be NEMA 4X, Type 316 stainless steel with a three point latch on the exterior door with a T-Handle for opening and an aluminum dead front door inside. The control panel will be remotely mounted approximately 20-50 feet from slaker unit. The panel shall be mounted using Type 316 stainless steel mounting brackets and hardware.
- E. New vibrators with safety chains shall be furnished with timer system on each existing silo.

1.03 SYSTEM OPERATION

Does your proposed system meet all of the following requirements under “System Operation”?

Yes _____ No _____

If your answer is no, please explain.

- A. Feed: Quicklime stored in the silo shall enter the rotary type feeder through the new knife gate inlet valve and flexible connection. The flexible connection or “transition chute” between the silo and the slaker must be approved prior to construction of this item. Chemical feed rate shall be automatically controlled by a microprocessor controller based on a user selectable feed rate set-point, follow a pH set-point, and be able to run manually without the PLC.
- B. Capacity: The entire slaker system shall be capable of slaking up to 1000 pounds per hour of commercial pebble quicklime, manufactured and supplied in accordance with AWWA Specification B 202, latest revision; size 3/4-inch, fines included. The slaker shall be capable of slaking at a temperature of 160°F to 180°F throughout its operation

range. The entire slaker system shall be operable in both automatic or manual (without PLC control).

- C. Slaking: Water and quicklime shall be fed into the slaking compartment. The lime shall be metered by a rotary-type feeder, in which the lime feed rate is adjusted at a feeder control panel. The lime feed rate shall govern the operating rate of the entire slaking system. Water for slaking shall be softened, potable water that is preheated within the pre-slaking chamber with minimal use of electric heaters, and will be controlled by the water control panel. A slow speed top mounted agitator shall mix the lime and water. Grit shall be carried through the slaking compartment to the grit removal section.
- D. Discharge: At the end of the slaking compartment, the slurry shall be discharged over a weir where a continuous water spray cools and stabilizes the slurry, and the continuous auger grit remover separates the slurry from the grit. Discharge slurry lines shall be provided with necessary adapters and quick connects for adaptation to the County provided splitter box where final conveyance will terminate. No slurry "mixing chamber" shall be provided and pricing shall reflect same.

1.04 QUALITY ASSURANCE

Does your proposed system meet all of the following requirements under "Quality Assurance"?

Yes _____ No _____

If your answer is no, please explain.

- A. The equipment shall be produced or provided by a single manufacturer who is fully experienced, reputable and qualified in the manufacture of the equipment to be furnished. The system components shall be designed, constructed, and delivered in accordance with the best practices and methods. Manufacturer shall be experienced in the manufacture of the specified equipment for a minimum of five years. Manufacturers, including named manufacturers, that provide the lime feeders and slakers for this Project shall be required to provide the equipment as specified. Deviation from the equipment as specified will not be accepted.
- B. The supplier shall have a permanent organization of office and field technical personnel and facilities necessary for fulfilling all requirements of this Specification. The supplier shall have an established service organization and/or manufacturers representative capable of providing fully knowledgeable, experienced service personnel and replacement parts at the Project site not later than 24 hours after telephone notification by the Owner.
- C. The system shall be furnished by a single supplier who shall be responsible for the coordination of the system design and who shall assume complete responsibilities for the proper operation of the system for a period of not less than 7 consecutive days of start-up and operation.

1.05 REQUIRED SUBMITTALS

Will your firm be able to supply all Required Submittals as requested below?

Yes _____ No _____

A. Submittals of all materials required to establish compliance with these Specifications shall be submitted. Submittals shall include at least the following:

1. Detailed shop and erection drawings showing all important details of construction, dimensions and anchor bolt locations.
2. Descriptive literature, bulletins, and/or catalog cut sheets of each item of equipment.
3. Complete electrical schematics and interconnecting wiring diagram showing extent of factory pre-wiring and required field wiring for all equipment supplied.
4. The empty weight and the maximum operating weight of each major item of equipment.
5. A complete total bill of materials and parts list for all equipment.
6. A list of the manufacturer's recommended spare parts and special tools to be supplied, in addition to those specified in paragraph 1.07, with the manufacturer's current price for each item. Include gaskets, packing and other parts on the list. List bearings by the bearing manufacturer's number only. List gearboxes and motors by manufacturer and data plate information.
7. List of local facilities and service organizations to obtain parts and service labor.
8. Complete installation, handling, and storage instructions.
9. Complete motor data.

B. Prepare the above information as a single package shop drawing submittal.

C. EXPERIENCE

Companies submitting this prequalification request shall have demonstrable, professional experience and background in the building of a system such as that specified in this proposal. As stated earlier in the specification you must have at least five (5) years experience in building the system requested in this document. Further, all companies submitting a prequalification request shall provide a minimum of three (3) references listing customer names, addresses, telephone numbers, and contact person , for whom a system, similar to that detailed in this proposal, has been built and is currently in use.

Describe experience in narrative form, no longer than two (2) 8-1/2" x 11" pages and include references.

D. FINANCIAL QUALIFICATIONS (MINIMUM)

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.

Please include copies of current Certificates of Insurance or a letter from your insurance company evidencing the ability of your company to be insured for the amounts required under this RFP.

1.06 OPERATING INSTRUCTIONS

Will your proposed system meet all the following requirements under "Operating Instructions"?

Yes _____ No _____

If your answer is no, please explain.

- A. Six (6) copies of a detailed operating and maintenance (O&M) manual shall be furnished as specified herein. The manual shall be prepared specifically for this installation and shall include all required catalog cut sheets, drawings, equipment lists, descriptions and necessary information that are required to instruct operating and maintenance personnel unfamiliar with all of the equipment specified herein. A complete, corrected and approved as-built copy of the shop drawing submittal shall be included with each manual provided. Special requirements for the preparation of the O&M manuals shall be as required by Lee County.
- B. A factory representative who has a complete knowledge of the proper operation and maintenance shall be provided for a minimum of two (2) eight-hour working days to instruct representatives of the Owner on proper operation and maintenance of the equipment and inspect installation of equipment prior to start up. Provide at least ten (10) days advance notice to the Owner before scheduling the instruction days. This work is in addition to, but may be conducted in conjunction with, the inspection of installation and test run as provided under Part 3. The operation and maintenance instructions shall be provided at a time that is approved by the Owner. If there are difficulties in providing complete training due to problems in operation of the equipment as a result of faulty design, fabrication or installation of the equipment, additional training services shall be provided at no additional cost to the Owner.

1.07 TOOLS AND SPARE PARTS

Does your proposed system meet all the following requirements under "Tools and Spare Parts"?

Yes _____ No _____

If your answer is no, please explain.

- A. Special tools required for normal operation and maintenance shall be supplied for each piece of equipment furnished.
- B. Each piece of equipment shall be furnished with the manufacturer's recommended spare parts.
- C. All tools and spare parts shall be furnished in containers clearly identified with indelible markings as to their contents. Each container shall be packed with its contents protected for storage.
- D. A spare motor for each vapor remover shall be furnished as a spare part.
- E. A spare grit remover auger and lovejoy coupling system will be supplied with each slaker.
- F. A minimum of one (1) full set of mixer paddles per slaker shall be furnished as a spare part.
- G. One (1) total reinforced baffle assembly is required for vapor arrestor as a spare part.
- H. Spare fuses. A minimum of 10 spare fuses of each size used in the slaker control panel shall be supplied as spare parts.

1.08 PRODUCT DELIVERY, STORAGE AND HANDLING

Does your proposed system meet all the following requirements under "Product Delivery, Storage and Handling"?

Yes _____ No _____

If your answer is no, please explain.

- A. Deliver two complete systems factory tested and ready for installation by Lee County Utilities within 4-6 weeks of order placement.
- B. All equipment and parts shall be properly protected so that no damage or deterioration will occur during a prolonged delay from the time of shipment until installation is completed and the units and equipment are ready for operation. Equipment and appurtenances shall be stored in a clean, dry, weather tight building.
- C. Factory assembled parts and components shall not be dismantled for shipment unless permission is received in writing from the Engineer.
- D. Finished surfaces of all exposed equipment openings shall be protected by wooden planks, strongly built and securely bolted thereto.

- E. Finished iron or steel surfaces not painted shall be properly protected to prevent rust and corrosion.
- F. Each box, crate, or package shall be properly marked to show its net weight in addition to its contents.
- G. Handle during delivery, storage, and installation in a manner to prevent damage of any nature in accordance with manufacturer's approved installation instructions.

1.09 WARRANTY AND GUARANTEES

Does your proposed system meet all the following requirements under "Warranty and Guarantees"?

Yes _____ No _____

If your answer is no, please explain.

- A. All equipment supplied under this Section shall be warranted for a period of one (1) year by the manufacturer and Contractor. Warranty period shall commence upon Owner acceptance as specified in the General Conditions. In any case, warranty period will commence no earlier than 7 days after operational training, start-up and successful continuous operations of each slaker.
- B. The equipment shall be warranted to be free from defects in workmanship, design and materials. If any part of the equipment should fail during warranty period, it shall be replaced at no expense to the Owner.
- C. The manufacturer's warranty period shall run concurrently with the Contractor's warranty period. No exception to this provision shall be allowed.

PART 2 - PRODUCTS

2.01 GENERAL

Does your proposed system meet all the following requirements under "General"?

Yes _____ No _____

If your answer is no, please explain

- A. Capacity: A compact, quick starting rotary lime feeder and detention type lime slaker capable of processing a minimum of 1000 pounds of quick-lime per hour.
- B. Electrical Requirements: The slaker system shall be suitable for operation from a 480 volt, 3-phase, 60 Hz power supply.

- C. Slaker System Design: Shall be composed of a flexible inlet connection, rotary feeder, slaker, grit remover with flexible slurry discharge line with quick connects to Owners supplied slurry distribution box, control panel, and alarms. The system shall be pre-wired and pre-piped for easy installation. The system shall operate from a local manual feed rate control or automatically follow a pH signal.
- D. The rotary feeders, lime slakers, and all appurtenances and hardware shall be manufactured of Type 316 stainless steel, annealed plate and structural shapes.

2.02 ROTARY FEEDERS

Does your proposed system meet all the following requirements under "Rotary Feeders"?

Yes _____ No _____

If your answer is no, please explain.

- A. Feeder: Two (2) volumetric rotary feeders will be installed to feed quicklime at adjustable rates of 0 to 1000 pounds per hour. The feeders will be capable of confining all dust and provide accurate feeding to an accuracy of +/- 2 percent of set point. The feeders will be designed to insure a constant distributed feed of quicklime. The feeders will be of the non-flood type. The feeder drives will be located to provide easy access for maintenance and will consist of an "AC" motor with lovejoy coupling drive mechanism. The rate adjustment will be from the feeder control panels. The controls will be interlocked with the level sensors in the slurry tank and with the lime slaker.
- B. Feeder Drive: Feeder shall be completed with a full wave VFD controlled 4 to 20 ma AC variable speed drive having a 100:1 output range.

2.03 LIME SLAKERS

Does your proposed system meet all the following requirements under "Lime Slakers"?

Yes _____ No _____

If your answer is no, please explain.

- A. Two (2) detention type lime slaker systems will be installed and have a combination lime slaking reactor and hydrated lime slurry mixing tank with accessories, as per specifications listed below.
- B. Operating Requirements: The slaker reactor installation will be suitable for continuous or intermittent operation without manual cleaning or servicing when the unit is shut down overnight or over a weekend. It will be capable of slaking commercial pebble quicklime, manufactured and supplied in accordance with AWWA Specification No. B-202-65, size 3/4 inch and fines included. The unit will be capable of slaking at temperatures between 120 and 200 degree F., when operating at rates between 5 to 1000 pounds per hour.

C. Slaker Reactor: Slaker reactor will be the radial turbine retention slurry type, providing a minimum retention period of 10 minutes while operating at maximum specified slaking rate. It will be capable of slaking lime in a heavy slurry consistency with automatic, and manual adjustable means for maintaining proper water-to-chemical ratio. Slurry feed from slaker outlet will be quickly responsive to lime feeder set rate to prevent improper treatment due to process lag. The slaker chamber will be arranged for two compartment flow and suitably baffled to prevent short circuiting of lime or water from feed inlet to discharge.

D. Slaker Reactor Construction: The entire slaker body will be fabricated of at least 10-gauge 316 stainless steel. The entire slaker will be insulated on the sides, top and bottom with at least 1-inch thick "Celotex" or equivalent insulation. Insulation will be covered and protected from moisture by an 18-gauge stainless steel jacket that is **seal welded**. Stitch welding will not be considered or allowed. The entire cover of the slaker will be fabricated of 316 stainless steel and 1 inch of insulation will be **seal welded** in, so that water cannot enter the insulation. **Stitch welding** will not be considered or allowed.

All inspection covers will be lift-off type hinged covers, making the entire slaker accessible and operable. All covers will be fabricated of 316 stainless steel, and will have a safety mechanism to hold the cover open for ease of maintenance. The slaker will be furnished with OSHA approved 3 step ladder with fiberglass steps 316SS for use during routine cleaning repairs and maintenance.

The slaker reactor will be supported on at least four heavy leg supports with suitable anchor bolts. The bottom of the slaker and the insulation jacket will be at least 6 inches from the supporting floor, to prevent possible damage to bottom of the slaker due to wet floors or equipment wash down.

E. Agitator: The gear motor/reducer will be heavy-duty type, top mounted, high torque rated for a slow speed turbine type mixer. Unit will not exceed 100 RPM. Motor will be a "C" flange motor, 2 HP, 60 Hz, 1725 RPM, 230/460 volts, TEFC. No bearings will be permitted to be in contact with the lime slurry. The mixer will be a vertical shaft turbine type with four bolt-on replaceable stainless steel paddles, arranged for turbulent mixing action in the bottom of the slaking chamber without creating splash back outside of slaker compartment during inspection while in operation. The bottom of the slaker shall have an integral heat exchanger compartment to provide a consistent influent water temperature.

F. Consistency Controls: During normal operation, the slaker motor will be continuously monitored by a motor load control cell mounted in the control panel. Unit will have suitable adjustable load contacts to increase the water to lime ratio if the consistency of the slurry in the slaking compartment exceeds a set value.

If the slaker motor overload is sufficient to trip the magnetic starter, the feeder system will automatically stop and must be restarted by the operator. The electrical system of the entire feeder and slaker unit will be sequence wired to prevent the operation of the

lime feeder and water system, unless the slaker motor and grit remover motor are operating.

- G. Temperature Controls: Suitable equipment and temperature controls will be provided so the slaker may be operated at an adjustable temperature between 120 and 200 degree F., regardless of the lime quality and at operating rates between minimum and maximum specified operating rates.
- H. Water Feed Controls: Water for the slaking process shall be provided by a rotameter. Controls will be provided to automatically pace slaking water at a variable ratio of three to six parts by weight of water to one part by weight of quicklime. The water feed control system will automatically proportion the water to quicklime, regardless of feed rate setting. Slaking water will be metered by a variable area flow meter with a direct reading indicating scale in gallons per minute of water feed rate. Pacing system for water feeder will be electrically operated from a current sensor mounted on the quicklime feeder.

Changing rate of feed of the lime slaking unit will be accomplished by changing the quicklime feeder rate setting only. No other adjustment will be required of the operator for changes in the rate of feed between minimum and maximum capacity of the slaker.

Water supply to the lime slaker will be filtered potable water furnished by Lee County, supplied to the unit through a water supply line. Supply header will be 2-inch pipe with regulated water supply of approximately 60 gallons per minute at 60 PSIG for each slaker. Due to high water pressure at the WTP a pressure reducing valve for each slaker shall be furnished by the manufacturer, to reduce the water pressure from 80-100 psi to the specified 60 psi. All water openings on the slaker unit shall be properly labeled to ease installation and connection to the water supply column.

- I. Heat Exchanger: The bottom of the slaker reactor shall have an integral heat exchanger compartment with installed electric auxiliary heaters to provide a consistent inlet water temperature. The major portion of the heat used to raise the temperature of the incoming water should come from the heat transferred from the reaction of the lime in the slaking reactor through the top of the lime in the slaker reactor through the top of the internal heat exchanger compartment. The auxiliary heaters shall be replaceable without disassembly of the slaker.
- J. Vapor and Dust Control: Slaker will be equipped with a stainless steel dust remover and vapor condenser with a 4-inch inlet tube with 12-inch diameter separator. Due to regular maintenance that is required on this device the manufacturer shall provide reinforced baffles etc. to provide a long service life. Tube and cone water jet spray will be inside of slaking compartment. Unit will be bolted in place and easily removable for service. An inspection plate will be provided in slaker cover for inspection and access to spray nozzle. Baffle assembly in separator will be removable for cleaning.
- K. Safety Controls: A separate over-temperature safety switch will be provided on the slaker body and wired to a timer in the control panel to stop the feeder and energize the alarm circuit in the event the slaker temperature exceeds safe operating limits for an adjustable period of 1 to 5 minutes due to a failure of the water supply. An audible and

visual alarm with silence push-button will be provided in the control panel to de-energize alarm circuit.

2.04 GRIT REMOVER

Does your proposed system meet all the following requirements under "Grit Remover"?

Yes _____ No _____

If your answer is no, please explain.

- A. Grit Remover: Two (2) grit removers shall be provided. The grit remover will contain an automatic grit separator, complete with a grit washing chamber, slurry dilution fan spray, grit washing jets and screw type grit conveyor, driven by a 1/4 HP, 230/460 volt, 3 phase, 60Hz, TEFC lovejoy coupled motor to convey grit out of the separator. The grit separator will remove approximately 90 percent of all the grit larger than that remaining on a 40-mesh screen while operating at a maximum rated capacity. The grit remover will be capable of removing up to 30 percent by weight of grit if quicklime quality should be temporarily as low as 70 percent available CaO. A spare grit remover auger will be provided for each grit remover.

2.05 SYSTEM CONTROL PANELS

Does your proposal meet all the following requirements under "System Control Panels"?

Yes _____ No _____

If your answer is no, please explain.

- A. Feeding Control Panel: A NEMA 4X System Control Panel constructed of Type 316 SST with an aluminum dead front door, will be furnished for installation in the feeder and slaker room of the building containing all the necessary starters, etc., required for system operation. The exterior door of the slaker control panel shall be equipped with a three point latch.

The incoming power will be turned on & off with a suitably sized circuit breaker. Fused disconnects are not allowed.

A magnetic circuit breaker and combination motor starter with thermal overload will be provided for each electrical motor. The starters shall not be less that a NEMA size 1. All starters will be NEMA rated.

Where control voltages lower than the power supply voltage are required, suitable control power transformers will be furnished, with one secondary lead fused, and the other grounded, with capacity for all simultaneous controls and alarms. Fuses are to be sized to properly protect the equipment. Ten fuses of each size used in the control panel will be furnished by the manufacturer as spare parts

Surge arrestors will be furnished on the main circuit breaker and also on any analog circuit.

The panel shall include an Modicon TSX Compact PLC and a Pro-face GLC2000 series HMI. or approved equal HMI. The PLC will, by utilizing flow rate, pH inputs and at least one PID control loop, automatically control all devices in the system to follow a preset pH set-point. An Ethernet TCP/IP Modbus card will be furnished as part of the PLC. The slaker manufacturer will furnish to the County a copy of all PLC files and program required to write ladder logic for the PLC. The control panel will be equipped with all necessary manual switches for complete control of the slaker and associated equipment in the event of a PLC failure.

The system will have real time PID control (gain, rate, reset) with real time output of all variables to the OIT.

The panel shall be built by a UL approved facility, and shall be inspected, approved, and labeled, prior to shipment, in accordance with UL 508 requirements.

Both automatic and manual control of all the equipment and devices, together with their status, shall be accomplished via a man-machine interface (MMI) mounted in the panel door. The MMI shall be NEMA 4X rated and utilize color touch screen capability. The control panel will be equipped with manual switches for complete control of the slaker and associated equipment in the event of a PLC failure

Panel dimensions and general instrument arrangement will be as indicated on the drawings and approved by Lee County Utilities.

- B. Panel Wiring: All internal instrument and component device wiring will be as normally furnished by the manufacturer and per NEC and UL standards.

Terminal blocks for external connections will be fabricated complete with marking strip, covers and pressure connectors. A terminal will be provided for each conductor of external circuits plus one ground for each shielded cable. All wiring will be grouped or cabled and firmly supported to the panel. Not less than 8 inches clearance will be provided between the terminal strips and the base for conduit and wiring space. All electronic control type circuits will be shielded. Each control loop or system will be individually fused, and all fuses or circuit breakers will be located for easy maintenance. Fuses and/or circuit breaker panel may be located in the main motor control center for easy access.

- C. Device Identification: All devices within the panel will be permanently identified. The device and terminal identification will agree with those shown on the equipment drawings.

- D. Panel Arrangements: Panel instruments and control devices will be arranged in a logical configuration from an operator's standpoint. Preliminary arrangement layouts of the front of panels will be submitted for review before panel designs are completed. Control switches will be within 6'0" and 2'0" above floor.

- E. Nameplates: Nameplates, where specified, for panels will be approximately one inch by three inch constructed of black and white laminated phenolic material having engraved letters approximately 3/16 in. high extending through the black face into the white layer. Nameplates for field mounted equipment will be provided with engraving similar to their related panel mounted controls.
- F. Factory Testing: Panel will be factory tested while connected to the lime slaker and associated equipment prior to shipment from the manufacturer’s facility. The county reserves the right to witness this testing.

2.06 INLET VALVE WITH ADAPTER AND FLEXIBLE CONNECTION

Does your proposal meet all the following requirements under “Inlet Valve with Adapter and Flexible Connection”?

Yes _____ No _____

If your answer is no, please explain.

- A. The connection between the feeders and the associated lime silo shall be made using the new knife gate inlet valve with a new adapter and a flexible connection, all supplied by the manufacturer of the lime feeder and slaker. The lime feeder throat shall be adequately sized to reduce plugging and cleaning frequency.
- B. One (1) new inlet knife gate valve shall be supplied. The slaker manufacturer shall provide the necessary adapters.
- C. The flexible connection shall be located between the inlet valve and the feeder. The flexible connection shall consist of a nylon reinforced, neoprene sleeve clamped to metal sleeves. The metal sleeves shall be at least 1/8-inch thick Type 316 stainless steel with flanged end connections, suitable for mating to the inlet knife gate valve and the feeder. Clamps shall be made of Type 316 stainless steel. Flexible connectors shall have suitable provisions to insure that the neoprene sleeve will not slip off the metal sleeves. The flexible connection shall provide a dust tight connection, withstand operating temperatures up to 250°F and have sufficient strength to withstand the maximum pressure exerted by the full contents of the silo, without bursting or deforming.

2.07 FINISHES

Does your proposal meet the following requirement under “Finishes”?

Yes _____ No _____

If your answer is no, please explain

- A. The lime feeder, slaker, and grit remover shall be supplied as Type 316 stainless steel.

2.08 EQUIPMENT ARRANGEMENT AND MOUNTING

Does your proposal meet all the following requirements under “Equipment Arrangement and Mounting”?

Yes _____ No _____

If your answer is no, please explain.

- A. Feeder, slaker, and grit remover layout and arrangement shall be as required by the existing installation.
- B. The support system for the lime feeder and the lime slaker shall be accurately designed for precise location and rigidity for anchoring of the lime feeder/slaker combination into the proper position in the silos. All supports for the lime feeder/slaker shall be fabricated by the slaker manufacturer. The lime feeder/slaker manufacturer shall coordinate with the lime silo manufacturer for accurate locations, sizes and bolting patterns for the support system. All coordination required for shipment and mounting of the lime feeder/slaker to the lime silo shall be coordinated between the county and the lime feeder/slaker supplier.

2.9 LIME SLAKER DUST COLLECTOR INDUCER-TYPE VENT FAN

Does your proposal meet all the following requirements under “Lime Slaker Dust Collector Inducer-Type Vent Fan”?

Yes _____ No _____

If your answer is no, please explain.

- A. The lime slaker manufacturer shall provide a draft inducer-type vent fan to be provided for each lime slaker dust collector discharge vent. The vent fan shall be attached to a vitreous enamel eductor tube so that all moving parts are external to the air flow stream in the duct. The vent fan shall be capable of maintaining a negative pressure on the lime slaker dust collector system. The draft inducer-type, duct vent fan shall be a Quickdraft, Model Q4CA ½ HP as manufactured by Quickdraft, Canton, Ohio or an approved equal. The fan shall be capable of venting a minimum of 100 cfm. The fan blower motor shall be a 1/2 hp, 230/460 volt, 3-phase, 3,600 rpm with a TEFC enclosure. The vent fan shall be mounted in the field as indicated on the Drawings. All mounting hardware for the vent fan shall be type 316 stainless steel. A spare motor shall be provided. The slaker manufacturer will furnish the exhaust fan with the necessary length of exhaust hose.
- B. Power to each vent fan shall be controlled by the lime feeder/slaker control panel. Whenever the feeder/slaker is operating, the vent fan for the slaker dust collector shall also operate until the feeder/slaker is de-energized, and then shall continue to operate until a run timer times out upon slaker shut down. An on/off service switch will be furnished and located immediately adjacent to the vent fan to facilitate the cleaning of the dust collector.

2.10 MISCELLANEOUS EQUIPMENT

Does your proposal meet all the following requirements under “Miscellaneous Equipment”?

Yes _____ No _____

If your answer is no, please explain.

- A. In addition to the equipment described above, the feeder/slaker manufacturer shall supply the following miscellaneous equipment.
 - 1. Two (2) each (1 for each slaker), discharge chutes to connect the feeder to the slaker. Discharge chutes shall be fabricated of heavy gauge Type 316 stainless steel and shall be mounted by the feeder/slaker manufacturer.
 - 2. Transition sections as required for each feeder/slaker provided. Transition sections shall be accurately fabricated for proper fit of heavy gauge Type 316 stainless steel.
 - 3. Bolting materials and hardware supplied for the lime feeder, lime slaker, grit remover and transitions between the inlet knife gate valve and the feeder and between the feeder and the slaker shall be Type 316 stainless steel.
 - 4. The slaker will be furnished with portable 316SS steps meeting OSHA standards and fiberglass grating for use during routine cleaning, repairs and maintenance.

PART 3 - EXECUTION

3.01 GENERAL

Does your proposal meet all the following requirements under “General”?

Yes _____ No _____

If your answer is no, please explain.

- A. The manufacturer shall furnish the services of a competent and experienced representative who has complete knowledge of proper operation, installation and maintenance of the equipment for a period of not less than two (2) eight-hour days in at least two separate visits to inspect the installed equipment, supervise the initial test runs and to provide instructions to the plant personnel. The first visit will be for checking and inspecting the equipment after it is installed. The second visit will be to operate and supervise the initial field tests for start-up and instruct the Owner's personnel.
- B. The duties of the service representative shall be as follows: After the equipment has been installed but before it is operated by others, the representative shall inspect the completed installation for soundness (no damaged or cracked components), completeness, correctness of setting and alignment, that the equipment is free from

stresses imposed by attached piping, and for the adequacy and correctness of packing, sealing, and lubricants. The service representative shall start-up the equipment and instruct the Owner's personnel in proper operation and maintenance procedures. The responsibility of the supplier with regards to start-up shall be fulfilled when the start-up is complete, the equipment is functioning properly and has been accepted by the Owner.

3.02 WORKMANSHIP

Does your proposal meet all the following requirements under "Workmanship"?

Yes _____ No _____

In your answer is no, please explain.

- A. Skilled tradesmen shall be used in the construction and assembly of the lime feeder, slaker, grit remover and feeding system. The lime feeder and slaker shall be factory assembled to the maximum extent practicable. Care shall be taken during delivery and installation of equipment so as not to damage factory painted surfaces.

3.03 FIELD WORK

Does your proposal meet all the following requirements under "Field Work"?

Yes _____ No _____

If the answer is no, please explain.

- A. The lime feeder and slaker shall be shipped preassembled in such a manner that the County does not need to remount the feeder on the slaker. Connections for water, control and other leads shall be clearly labeled. The County shall install the flexible connection, and lime feeder/slaker in the lime silo. The County shall install the water supply piping, control and isolation valves for the main water supply, slurry piping, drains, and vents and perform all field installation requirements necessary for a complete, ready to operate, lime feed system.

3.04 INSPECTION AND TESTING

Does your proposal meet all the following requirements under "Inspection and Testing"?

Yes _____ No _____

If the answer is no, please explain.

- A. The lime feeder and slaker shall be assembled and tested together at the factory. Field tests shall be conducted to demonstrate that the equipment is correctly installed and is operating properly. Any defects in the equipment shown by these tests shall be promptly corrected.

- B. Materials and equipment shall be tested or inspected as required by the Owner.
- C. Field tests shall not be conducted until the entire installation is complete and ready for testing.
- D. After the equipment has been completely installed, the Manufacturer shall conduct, in the presence of the Owner, field tests to indicate that the equipment conforms to the Specifications. The owner shall supply all oil, grease, electric power, water and all other material necessary to complete the field tests. The Owner will supply quicklime required for testing. The manufacturer will check all gearboxes and verify that the correct amount and grade of oil is installed.
- E. If the equipment performance does not meet the Specifications, the Manufacturer shall take all necessary corrective measures.
- F. Equipment Field Testing:
 - 1. Upon completion of all the mechanical and electrical work, the Manufacturer shall make adjustments to the equipment and conduct testing, as specified herein, to demonstrate that the equipment performs in accordance with all specifications.
 - 2. The Manufacturer shall perform initial testing of the equipment to insure himself that the tests listed in the Demonstration Test paragraph below can be completed.
 - 3. The Demonstration Test shall demonstrate that all items of these Specifications have been met by the equipment, as installed, and shall include the following tests:
 - a) That the equipment can deliver the specified pebble lime and lime slurry feed rates at the solids concentration ranges specified.
 - b) That the equipment controls perform satisfactorily.
 - c) That the equipment performs satisfactorily in each manual, automatic and shutdown mode specified.
 - d) That the equipment can function over the full range of feed rates, from the minimum to the maximum equipment design rates.
 - 4. In the event that the equipment does not meet the Demonstration Test, the Manufacturer shall, at his own expense, make such changes and adjustments in the equipment, which he deems necessary and shall conduct further tests until written certification is received from the Owner.
 - 5. Following successful completion of the initial start-up and demonstration testing, each unit shall be placed into continuous service for a period of 7 days under normal operating conditions and shall perform satisfactorily prior to acceptance by the Owner. Any deficiencies noted shall be corrected by repairing or replacing the defective component and retesting for another 7 day period, until

the equipment meets these specifications and the satisfaction of the Owner. Lime for all required testing will be supplied by the Owner.

- G. The manufacturer shall submit to the owner a certified report from the factory service representative of the results of the representative's inspections, adjustments, testing and start-up. The report shall include descriptions of the inspection, adjustments made, and the start-up. The report shall also include a statement that the equipment is ready for permanent operation and that nothing in the installation will render the manufacturer's warranty null and void.
- H. The manufacturer's attention is directed to the fact that the services specified represent an absolute minimum acceptable level of service, and are not intended to limit the responsibilities of the manufacturer to comply with all requirements of the Contract Documents. The manufacturer shall procure, at no additional cost to the Owner, all services required, including additional or extended trips to the jobsite by manufacturer's representatives, to comply with said requirements.

Note to Vendors: Preference may be given to vendors who have scored all passing marks on the evaluation form used to see which vendors will have their pricing opened.

ADDENDA

If any Addenda are issued to this Request for Proposals (RFP), a good faith attempt will be made to deliver a copy of each to all prospective Proposers who picked up or were mailed a RFP. However, prior to submitting the proposal, it shall be the sole responsibility of each Proposer to contact the Division of Purchasing, to determine if Addenda were issued and, if so, to obtain such Addenda for attachment to the Proposal.

SAMPLE A

**EVALUATION SHEETS FOR
REQUEST FOR QUALIFICATIONS**

Project Name: Lime Feeder/Slakers and Accessories

Proposal No.: P-040211

Committee Evaluation Date/Time: _____

Part 1-General

1.02 Description of System

Could this firm answer “Yes” to meeting all the requirements under “Description of System”? Did it adequately prove that its proposed system complies with the requirements under this section?

_____PASS _____FAIL

1.03 System Operation

Could this firm answer “Yes” to meeting all the requirements under “System Operation”? Did it adequately prove that its proposed system complies with the requirements under this section?

_____PASS _____FAIL

1.04 Quality Assurance

Could this firm answer “Yes” to meeting all the requirements under “Quality Assurance”? Did it adequately prove that its proposed system complies with the requirements under this section?

_____PASS _____FAIL

1.05 Required Submittals

Did this firm furnish all required submittals?

_____PASS _____FAIL

Did this firm address the “Experience” and “Financial Qualifications under section 1.05?

_____PASS _____FAIL

1.06 Operating Instructions

Could this firm answer “Yes” to meeting all the requirements under “Operating Instructions”? Did it adequately prove that its proposed system complies with the requirements under this section?

_____PASS _____FAIL

1.07 Tools and Spare Parts

Could this firm answer “Yes” to meeting all the requirements under “Systems”? Did it adequately prove that its proposed system complies with the requirements under this section?

_____PASS _____FAIL

1.08 Product Delivery, Storage and Handling

Could this firm answer “Yes” to meeting all the requirements under “Product Delivery, Storage and Handling”? Did it adequately prove that its proposed system complies with the requirements under this section?

_____PASS _____FAIL

1.09 Warranty and Guarantees

Could this firm answer “Yes” to meeting all the requirements under “Warranty and Guarantees”? Did it adequately prove that its proposed system complies with the requirements under this section?

_____PASS _____FAIL

Part 2-Products

2.01 General

Could this firm answer “Yes” to meeting all the requirements under “General”? Did it adequately prove that its proposed system complies with the requirements under this section?

_____PASS _____FAIL

2.02 Rotary Feeders

Could this firm answer “Yes” to meeting all the requirements under “Rotary Feeders”? Did it adequately prove that its proposed system complies with the requirements under this section?

_____PASS _____FAIL

2.03 Lime Slakers

Could this firm answer “Yes” to meeting all the requirements under “Lime Slakers”? Did it adequately prove that its proposed system complies with the requirements under this section?

_____PASS _____FAIL

2.04 Grit Remover

Could this firm answer “Yes” to meeting all the requirements under “Grit Remover”? Did it adequately prove that its proposed system complies with the requirements under this section?

_____PASS _____FAIL

2.05 System Control Panels

Could this firm answer “Yes” to meeting all the requirements under “System Control Panels”? Did it adequately prove that its proposed system complies with the requirements under this section?

_____PASS _____FAIL

2.06 Inlet Valve with Adapter and Flexible Connection

Could this firm answer “Yes” to meeting all the requirements under “Inlet Valve with Adapter and Flexible Connection”? Did it adequately prove that its proposed system complies with the requirements under this section?

_____PASS _____FAIL

2.07 Finishes

Could this firm answer “Yes” to meeting the requirements under “Finishes”? Did it adequately prove that its proposed system complies with the requirements under this section?

_____PASS _____FAIL

2.08 Equipment Arrangement and Mounting

Could this firm answer “Yes” to meeting all the requirements under “Equipment Arrangement and Mounting”? Did it adequately prove that its proposed system complies with the requirements under this section?

_____ PASS _____ FAIL

2.9 Lime Slaker Dust Collector Inducer-Type Vent Fan

Could this firm answer “Yes” to meeting all the requirements under “Lime Slaker Collector Inducer-Type Vent Fan”? Did it adequately prove that its proposed system complies with the requirements under this section?

_____ PASS _____ FAIL

2.10 Miscellaneous Equipment

Could this firm answer “Yes” to meeting all the requirements under “Miscellaneous Equipment”? Did it adequately prove that its proposed system complies with the requirements under this section?

_____ PASS _____ FAIL

Part 3-Execution

3.01 General

Could this firm answer “Yes” to meeting all the requirements under “General”? Did it adequately prove that its proposed system complies with the requirements under this section?

_____ PASS _____ FAIL

3.02 Workmanship

Could this firm answer “Yes” to meeting the requirements under “Workmanship”? Did it adequately prove that its proposed system complies with the requirements under this section?

_____ PASS _____ FAIL

3.03 Field Work

Could this firm answer “Yes” to meeting the requirements under “Workmanship”? Did it adequately prove that its proposed system complies with the requirements under this section?

_____ PASS

_____ FAIL

3.04 Inspection and Testing

Could this firm answer “Yes” to meeting all the requirements under “Inspection and Testing”? Did it adequately prove that its proposed system complies with the requirements under this section?

_____ PASS

_____ FAIL

SAMPLE B

REFERENCE CHECK FORM

Project Name: Lime Feeder /Slakers and Accessories

Proposal No.: P-040211

1. Has this company provided a Lime Feeder/Slaker System and Accessories similar to that being proposed to Lee County to your firm/entity?

Yes _____ No _____

2. During the construction of the Lime Feeder/ Slaker System and Accessories, how was their response time to your requests?

Excellent _____ Satisfactory _____ Poor _____

3. Once the Lime Feeder/Slaker System and Accessories was completed, how would you rate the follow-up and availability of their managerial and support staff?

Excellent _____ Satisfactory _____ Poor _____

4. Would you recommend employment of this company?

Yes _____ No _____

If no, please explain: _____

OVERALL COMMENTS: _____

REFERENCE CALLED: _____

NAME: _____

DATE: _____

TIME: _____

CHECKER'S SIGNATURE: _____

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	PHYSICAL ADDRESS
Lee County Purchasing	Lee County Purchasing
P.O. Box 398 or	1825 Hendry St 3 rd Floor
Ft. Myers, FL 33902-0398	Ft. Myers, FL 33901

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:



LEE COUNTY
SOUTHWEST FLORIDA

ATTACHMENT 4

PROJECT NO.: P-040211

OPEN DATE:

AND TIME: 2:30 P.M.

PRE-PROPOSAL MEETING:

DATE: March 10, 2004

TIME: 10:30 A.M.

LOCATION: DIVISION OF PURCHASING
1825 HENDRY ST 3RD FLOOR
FORT MYERS, FL 33901

REQUEST FOR PROPOSALS

TITLE:
(STEP TWO-PRICING)

TITLE:
**LIME FEEDERS/SLAKERS AND ACCESSORIES
FOR LEE COUNTY UTILITIES**

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING

MAILING ADDRESS

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

PHYSICAL ADDRESS

1825 HENDRY ST 3RD FLOOR
FORT MYERS, FL 33901

BUYER: CHRIS JEFFCOAT
PURCHASING AGENT
PHONE NO.: (239) 344-5458

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 Proposals", 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) 344-5450.

1. **SUBMISSION OF PROPOSAL:**

- 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 Proposal"
 2. Name of the firm submitting the quotation
 3. Title of the proposal
 4. Proposal number
- b. The Proposal shall be submitted in triplicate as follows:
 1. The original consisting of the Lee County proposals forms completed and signed.
 2. A copy of the original proposal forms for the Purchasing Director.
 3. A second copy of the original proposal forms for use by the requesting department.
- c. The following should be submitted along with the proposal in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Proposal", 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 proposal; i.e., required submittals, literature, technical data, financial statements.
 2. Warranties and guarantees against defective materials and workmanship.
- d. **ALTERNATE PROPOSAL:** If the vendor elects to submit more than one proposal, then the proposals should be submitted in separate envelopes and marked as indicated above. The second, or alternate proposal should be marked as "Alternate".
- e. **PROPOSALS RECEIVED LATE:** It is the proposer's responsibility to ensure that his proposal is received by the Division of Purchasing prior to the opening date and time specified. Any proposal received after the opening date and time will be promptly returned to the proposer unopened. Lee County will not be responsible for proposals received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- f. **PROPOSAL CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- 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 PROPOSAL:** No proposal may be withdrawn for a period of 90 days after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal-opening date

and time. Such a request to withdraw 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 proposal; to reject any or all proposals with or without cause; and/or to accept the proposal that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF PROPOSAL:** All proposals shall contain the signature of an authorized representative of the proposer in the space provided on the proposal form. All proposals shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the proposal shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the proposal **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is 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 proposal, it is the vendor’s responsibility to name such product with his proposal 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 proposer 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 proposal 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 proposal 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 proposal 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 proposer to ensure that they are represented at the pre-bid. Only those proposers who attend the pre-bid conference will be allowed to proposal 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 proposal receipt deadline.
- b. Submission of a “no bid” notice prior to the proposal 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 proposal.

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

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

10. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/proposal/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/proposal/proposal, 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/proposal/proposal.

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

The “Notice of Intent to File a Protest” document 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/proposal/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

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

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

The Formal Written Protest shall contain the following:

- County bid/proposal/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, 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/proposal/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/proposal/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-

six (96) hours of the action giving rise to the contractor/vendor/firm’s Protest, or as soon as may be practicable for all parties. The “Notice of Intent to File a Protest” shall serve as the grounds for the affected party’s presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

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

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

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

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

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

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 PROPOSERS** (unless otherwise noted)

Proposals will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Proposers shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject proposals where evidence submitted or investigation and evaluation indicates an inability of the proposer to perform.

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

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this proposal 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 proposal any project that is outside the scope of this proposal, 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 proposal 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 proposal 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 proposals/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

20. **REQUIRED SUBMITTALS**

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

21. **TERMINATION**

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

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

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

22. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a proposal/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 PRICE FORM
FOR
STEP-TWO LIME FEEDERS/SLAKERS AND ACCESSORIES FOR LEE COUNTY UTILITIES

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: _____

GRAND TOTAL COST (IN U.S. DOLLARS) FOR TWO LIME FEEDER/SLAKERS AND ACCESSORIES AS REQUIRED IN THE STEP-ONE PREQUALIFICATIONS FOR THIS PROPOSAL.

\$ _____

(NOTE: THIS SHALL BE A DELIVERED PRICE, F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED)

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.

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

Are there any modifications to the proposal or specifications?
Yes _____ No _____

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

MODIFICATIONS:

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

ANTI- COLLUSION STATEMENT

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

REV: 7/28/00

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS FOR
TWO (2) LIME FEEDER/SLAKERS AND ACCESSORIES**

SCOPE

This Request For Proposals (RFP) is issued by Lee County, Florida to request sealed proposals from vendors interested in providing two (2) Lime Feeder/Slaker and Accessories (Systems) for use by Lee County Utilities.

REQUIRED PRODUCTS

The specifications for the Lime Feeder/Slakers, required accessories, services and warranties required were detailed in Step One of this proposal.

Quantities are as follows:

*Two (2) complete systems, accessories, services, training and warranties as specified in Step One.

DELIVERY REQUIREMENTS

The grand total cost quoted shall include delivery, F.O.B. Destination (Lee County), Freight Prepaid and Allowed of the systems (described in detail in Step-One).

BASIS OF AWARD

The basis of award for this proposal will be the overall low proposer (lowest grand total cost) meeting specifications.

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.

ADDENDA

If any Addenda are issued to this Request for Proposals (RFP), a good faith attempt will be made to deliver a copy of each to all prospective Proposers who picked up or were mailed a RFP. However, prior to submitting the proposal, it shall be the sole responsibility of each Proposer to contact the Division of Purchasing, to determine if Addenda were issued and, if so, to obtain such Addenda for attachment to the Proposal.

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.

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.

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:

<p>MAILING ADDRESS Lee County Purchasing P.O. Box 398 or Ft. Myers, FL 33902-0398</p>	<p>PHYSICAL ADDRESS Lee County Purchasing 1825 Hendry St 3rd Floor Ft. Myers, FL 33901</p>
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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:



LEE COUNTY
SOUTHWEST FLORIDA

INVESTMENT 5

PROJECT NO.: P-040211

OPEN DATE:

AND TIME: 2:30 P.M.

PRE-PROPOSAL MEETING:

DATE: March 10, 2004

TIME: 10:30 A.M.

LOCATION: DIVISION OF PURCHASING
1825 HENDRY ST 3RD FLOOR
FORT MYERS, FL 33901

COPY

REQUEST FOR PROPOSALS

TITLE:
(STEP TWO-PRICING)

TITLE:
**LIME FEEDERS/SLAKERS AND ACCESSORIES
FOR LEE COUNTY UTILITIES**

CHEMCO SYSTEMS, L.P. PROPOSAL NO. 40318

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING

MAILING ADDRESS

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

PHYSICAL ADDRESS

1825 HENDRY ST 3RD FLOOR
FORT MYERS, FL 33901

BUYER: CHRIS JEFFCOAT
PURCHASING AGENT
PHONE NO.: (239) 344-5458

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 Proposals", 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) 344-5450.

1. **SUBMISSION OF PROPOSAL:**

- 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 Proposal"
 - 2. Name of the firm submitting the quotation
 - 3. Title of the proposal
 - 4. Proposal number

- b. The Proposal shall be submitted in triplicate as follows:
 - 1. The original consisting of the Lee County proposals forms completed and signed.
 - 2. A copy of the original proposal forms for the Purchasing Director.
 - 3. A second copy of the original proposal forms for use by the requesting department.

- c. The following should be submitted along with the proposal in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Proposal", 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 proposal; i.e., required submittals, literature, technical data, financial statements.
 - 2. Warranties and guarantees against defective materials and workmanship.

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

- e. **PROPOSALS RECEIVED LATE:** It is the proposer's responsibility to ensure that his proposal is received by the Division of Purchasing prior to the opening date and time specified. Any proposal received after the opening date and time will be promptly returned to the proposer unopened. Lee County will not be responsible for proposals received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.

- f. **PROPOSAL CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.

- 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 PROPOSAL:** No proposal may be withdrawn for a period of 90 days after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal-opening date and time. Such a request to withdraw 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 proposal; to reject any or all proposals with or without cause; and/or to accept the proposal that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF PROPOSAL:** All proposals shall contain the signature of an authorized representative of the proposer in the space provided on the proposal form. All proposals shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the proposal shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the proposal **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is 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 proposal, it is the vendor's responsibility to name such product with his proposal 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 proposer 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 proposal 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 proposal 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 proposal 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 proposer to ensure that they are represented at the pre-bid. Only those proposers who attend the pre-bid conference will be allowed to proposal 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 proposal receipt deadline.
- b. Submission of a "no bid" notice prior to the proposal 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 proposal.

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

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

10. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/proposal/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/proposal/proposal, 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/proposal/proposal.

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

The "Notice of Intent to File a Protest" document 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/proposal/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

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

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

The Formal Written Protest shall contain the following:

- County bid/proposal/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, 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/proposal/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/proposal/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

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

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

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

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

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

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 PROPOSERS** (unless otherwise noted)

Proposals will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Proposers shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject proposals where evidence submitted or investigation and evaluation indicates an inability of the proposer to perform.

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

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this proposal 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 proposal any project that is outside the scope of this proposal, 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 proposal 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 proposal 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 proposals/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

20. **REQUIRED SUBMITTALS**

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

21. **TERMINATION**

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

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

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

22. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a proposal/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 PRICE FORM
FOR

STEP-TWO LIME FEEDERS/SLAKERS AND ACCESSORIES FOR LEE COUNTY UTILITIES

DATE SUBMITTED: 3-26-04

VENDOR NAME: CHEMCO SYSTEMS, L.P.

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: N/A

GRAND TOTAL COST (IN U.S. DOLLARS) FOR TWO LIME FEEDER/SLAKERS AND ACCESSORIES AS REQUIRED IN THE STEP-ONE PREQUALIFICATIONS FOR THIS PROPOSAL.

\$ 109,666.00 (PER SPEC)
\$ 98,914.00 (OPTION)*

(NOTE: THIS SHALL BE A DELIVERED PRICE, F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED)

TO BE DELIVERED WITHIN \$ 30,621.00 (OPTIONAL PRICE TO INSTALL)
42 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.

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

Are there any modifications to the proposal or specifications?
Yes _____ No X

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO A PROPOSAL WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO

ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME CHEMCO SYSTEMS, LP.

BY (Printed): BERNICE H. BOLLMAN

BY (Signature): Bernice H Bollman

TITLE: PRESIDENT

FEDERAL ID # OR S.S.# 11 3655041

ADDRESS: 1500 INDUSTRIAL DRIVE

MONONGAHELA PA 15063

PHONE NO.: 724 258 7333

FAX NO.: 724 258 7350

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: RAYG@CHEMCO SYSTEMS.NET

REV: 7/28/00

*OPTION IS TO SUPPLY TWO SLAKERS, FEEDERS, VALVES AND
CONTROLS IDENTICAL TO UNITS PREVIOUSLY FURNISHED TO
CORKSCREW W.T.P. UNDER LEE COUNTY PURCHASE ORDER No. 53727

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS FOR
TWO (2) LIME FEEDER/SLAKERS AND ACCESSORIES**

SCOPE

This Request For Proposals (RFP) is issued by Lee County, Florida to request sealed proposals from vendors interested in providing two (2) Lime Feeder/Slaker and Accessories (Systems) for use by Lee County Utilities.

REQUIRED PRODUCTS

The specifications for the Lime Feeder/Slakers, required accessories, services and warranties required were detailed in Step One of this proposal.

Quantities are as follows:

*Two (2) complete systems, accessories, services, training and warranties as specified in Step One.

DELIVERY REQUIREMENTS

The grand total cost quoted shall include delivery, F.O.B. Destination (Lee County), Freight Prepaid and Allowed of the systems (described in detail in Step-One).

BASIS OF AWARD

The basis of award for this proposal will be the overall low proposer (lowest grand total cost) meeting specifications.

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.

ADDENDA

If any Addenda are issued to this Request for Proposals (RFP), a good faith attempt will be made to deliver a copy of each to all prospective Proposers who picked up or were mailed a RFP. However, prior to submitting the proposal, it shall be the sole responsibility of each Proposer to contact the Division of Purchasing, to determine if Addenda were issued and, if so, to obtain such Addenda for attachment to the Proposal.

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.

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.

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	PHYSICAL ADDRESS
Lee County Purchasing	Lee County Purchasing
P.O. Box 398 or	1825 Hendry St 3 rd Floor
Ft. Myers, FL 33902-0398	Ft. Myers, FL 33901

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:



CHEMCO Systems, L.P.
1500 Industrial Drive
Monongahela, PA 15063

• Tele.: (724) 258-7333 • Fax.: (724) 258-7350
• E-mail: sales@chemcosystems.net

June 3, 2004

Mr. Tom Hill
Lee County Utilities
1825 Hendry St 3rd Floor
Fort Myers, FL 33901

RE: Lime Feeders/Slakers and Accessories for Lee County Utilities
Chemco Scope of Installation – Revision 1
Chemco Proposal No. 40318

Dear Mr. Hill,

Attached is a revised summary of the CHEMCO proposed installation of the lime feeders and slakers previously quoted. This revision eliminates the electrical installation from the CHEMCO scope of supply.

The revised CHEMCO installation price is \$26,571.00. This revised price covers only the mechanical portion of the installation with the Purchaser providing the electrical portion of the installation.

Please call if you have any questions or require any additional information.

Sincerely,

CHEMCO SYSTEMS, L.P.

Jeffrey A. Tennant
National Sales Manager



CHEMCO Systems, L.P.
1500 Industrial Drive
Monongahela, PA 15063

- Tele.: (724) 258-7333 • Fax.: (724) 258-7350
- E-mail: sales@chemcosystems.net

LIME SLAKING EQUIPMENT INSTALLATION DESCRIPTION

ITEM	QUANTITY	DESCRIPTION
01	Lot	<p>Field demolition work by CHEMCO non-union personnel</p> <ul style="list-style-type: none">• Removal of existing bin vibrators• Removal of existing silo discharge isolation valves• Removal of existing feeder inlet chutes• Removal of existing slakers and control panels• Removal of existing slaker piping to the water inlet connection• Removal of existing slurry lines to the existing splitter boxes• Demolition of existing slaker supports• (NOTE: Disposal of the removed equipment and debris will be the responsibility of the Purchaser)

LIME SLAKING EQUIPMENT INSTALLATION DESCRIPTION		
ITEM	QUANTITY	DESCRIPTION
02	Lot	<p>Field installation work by CHEMCO non-union personnel</p> <ul style="list-style-type: none"> • Preparation of floor to receive new slakers • Installation of new bin vibrators • Installation of new silo discharge isolation valves • Installation of new feeder inlet chutes • Installation of new slakers • Installation of new piping from the existing water connection to the rotameter panels • Installation of new rotameter panels • Installation of new piping from rotameter panels to slakers • Installation of new vapor arrestor booster fans • Installation of new vapor lines from slakers to building wall • Connection of existing slurry lines to the new slakers • Installation of new control panels • Cleanup of slaker area after installation • (NOTE: Installation of new wiring from the control panels to the bin vibrators will be the responsibility of the Purchaser) • (NOTE: Installation of new wiring from existing power supply to new the control panels and from panels to slakers will be the responsibility of the Purchaser) • (NOTE: Installation of new wiring from the control panels to the rotameter panels and d&v booster fans will be the responsibility of the Purchaser)
03	Lot	<p>Field materials by CHEMCO</p> <ul style="list-style-type: none"> • Water lines from existing hookup to rotameter panels • Water lines from rotameter panels to slakers (3 lines each slaker) • Vapor exhaust lines from slakers to building wall • Slurry discharge piping and/or hose from slakers to existing slurry lines • (NOTE: Conduit and wire from control panels to bin vibrators will be the responsibility of the Purchaser) • (NOTE: Conduit and wire from existing power supply to control panels and from control panels to slakers will be the responsibility of the Purchaser) • (NOTE: Conduit and wire from the control panels to the rotameter panels and d&V booster fans will be the responsibility of the Purchaser)

ATTACHMENT 7

Gulf States, Inc.

4585 Progress Ave.
Naples, FL 34104
State Certified EC343
Industrial Electrical Contractor

Phone (941) 263-7137
Fax (941) 263-7328

June 6, 2004

**LEE COUNTY UTILITIES
ATT. DOUG MEYER**

RE:

**GREEN MEADOWS WATER TREATMENT PLANT
INSTALLATION OF NEW LIME SILO SLAKERS**

We are pleased to quote on the electrical work for the above referenced project as per plans and Division 16 specifications:

QUALIFICATIONS:

1. Removal of all existing slaker equipment is not included, electrical demolition only included.
2. Furnishing and installation of new slaker equipment is not included.
3. Installation of new control panel furnished by others is included.
4. Furnishing and installing new 30 amp service to slakers from existing MCC fusible switch is included.
5. Furnishing and installation of all required electrical wiring is included.
6. All conduit quoted as PVC schedule 80.
7. All wire quoted as THHN copper.
8. No revision to existing instrumentation or PLC wiring is included.
9. No revision to existing lighting is included.
10. Removal of construction debris from property is not included. Debris placed on site as directed.

TOTAL PRICE PER ABOVE NOT TO EXCEED: \$ 15,000.00

Thank you for your time and consideration, please call me if you have any questions regarding this quotation.

Jack W. Finley
Estimator / Project Manager