

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

Blue Sheet No. 20051449

1. ACTION REQUESTED/PURPOSE: Approve award of Formal Quotation No. Q-050716 Annual Purchase of Powdered Activated Carbon for Utilities, to the low quoter meeting specifications, Acticarb Tailored Products LLC, at a cost of \$0.317 per pound as listed on the attached Lee County Tabulation Sheet. The initial term of this quote is one year; also request authority to renew this quote for four additional one-year periods, at the same terms and conditions, if in the best interest of Lee County; and to exercise the price escalator clause as per the specifications on an as-needed basis. In the event that the low quoter is unable to establish the effectiveness of their product, request the Purchasing Director be given authority to act on behalf of the Board in the event of vendor non-compliance so that the Purchasing Director can proceed to the next low quoter(s). Funding will be available from the individual department or division's budget whom will be responsible for monitoring their individual expenditures. Utilities estimates expending approximately \$30,000 annually for powdered activated carbon.

2. WHAT ACTION ACCOMPLISHES: Provides Utilities with a reliable source of powdered activated carbon to maintain its water treatment plants throughout Lee County.

3. MANAGEMENT RECOMMENDATION: Approve as stated.

4. Departmental Category: 10 . C I O D		5. Meeting Date: 10-25-2005
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input type="checkbox"/> Statute	
	<input type="checkbox"/> Ordinance	
	<input checked="" type="checkbox"/> Admin. Code	AC-4-1
	<input type="checkbox"/> Other	
		8. Request Initiated: Commissioner _____ Department Utilities Division _____ 10/11/05 By: Rick Diaz, Director PE

9. Background: On September 20, 2005, the Division of Purchasing received sealed quotations for the annual purchase of powdered activated carbon for Utilities. On that date, seven responses were received; of which one was a no bid. The quotations have been thoroughly reviewed, and a recommendation is being made to award to Acticarb Tailored Products LLC as the low quoter meeting all specification requirements.

Funding is available: OD53601.48700.505240

Please See Attachments:

- (1) Tabulation Sheet
- (2) Department's Request to Quote
- (3) Specifications
- (4) Acticarb Tailored Products' Quotation
- (5) Department's Recommendation

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>J. Stander</i> 10-11-05	<i>Paul Stecker</i> 10-11-05	N/A	N/A		<i>AM</i> 10/12/05	<i>SA</i> 10/13/05	<i>MS</i> 10/13/05	<i>TD</i> 10/13/05	<i>J. Stander</i> 10-11-05

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN:
10-12-05
4:15
COUNTY ADMIN
FORWARDED TO:
10-12-05
4:45 P.M.

Rec. by CoAtty
Date: 10/12/05
Time: 11:00 AM
Forwarded To:

CO. ATTY.
FORWARDED TO:
Admin
10/12/05
4pm

**MEMORANDUM
FROM
THE DIVISION OF PURCHASING**

DATE: OCTOBER 10, 2005

TO: RICK DIAZ
UTILITIES DIRECTOR

Janet Sheehan
FROM: JANET SHEEHAN, CPPB
PURCHASING DIRECTOR

RE: BLUE SHEET # 20051449

PROJECT: Annual Purchase of Powdered Activated Carbon

TYPE: Formal Quotation

AWARDED TO: Acticarb Tailored Products LLC

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

If there are any questions or concerns with this package, please contact Judy Cheves at 344-5453.

OCT 11 2005, 4:00

FORMAL QUOTATION #Q-050716
 OPENING DATE: SEPTEMBER 20, 2005
 BUYER: JUDY CHEVES

LEE COUNTY, FLORIDA TABULATION SHEET
 FOR
 ANNUAL PURCHASE OF POWDERED ACTIVATED CARBON

ACTICARB TAILORED PRODUCTS	CARBO CHEM INC	AMERICAN CARBON CORP	NORIT AMERICAS INC (ALTERNATE)	NORIT AMERICAS INC	UNIVAR USA INC
ADDENDA ACKNOWLEDGED	N/A	N/A	N/A	N/A	N/A
DELIVER WITH OWN VEHICLE	NO	NO	NO	NO	YES
MANUFACTURER PRODUCT NAME	WATERCARB	AMPAC 200		HYDRODARCOB	HYDRODARCOB
COST PER LB (X 60,000 LBS ANNUALLY)	317 \$19,020.00	.444 \$26,640.00	.500 \$30,000.00	.630 \$37,800.00	.6800 \$40,800.00
GRAND TOTAL COST	50 LB	27.5 LB		40 LB	40 LB
BAG SIZE QUOTED	33	320	500	250	50
MIN ORDER QUANTITY FOR DELIVERY (# BAGS)	60	10		5-10	
STARTED WITHIN CALENDAR DAYS:	NO	NO		NO	NO
LOCAL VENDOR PREFERENCE:	YES *	NO		NO	YES*
MODIFICATIONS:	YES	YES		YES	YES
QUOTE SIGNED?	N/A	N/A		N/A	N/A
OCCUPATIONAL LICENSE #:	YES	YES		YES	YES
MEETS SPECIFICATIONS:	YES	YES		YES	YES
COPIES PROVIDED	YES	YES		YES	YES
SUBMITTALS					
*MODIFICATIONS HAVE BEEN DEEMED TO BE ACCEPTABLE BY LEE COUNTY UTILITIES					
NO BIDS					
ANTHRA FILTER INC					
POSTING TIME/DATE					
FROM: / /					
UNTIL: / /					
BY:					

ATTACHMENT #1

ATTACHMENT

#2

From: Chad Denney
To: Franceschini, Robert
Date: 8/18/05 1:01PM
Subject: Re: powdered activated carbon...

Bob, attached are the revised bid specs. The training was removed, the basis of award was modified and the bag size requirements were changed somewhat.

Since there was some confusing issues in the three bids received we would like to rebid the quote and start from scratch. So we are rejecting the quotes received under Q-050598. With the changes made we also addressed the issues in the addendum from the last bid.

Please read this over and see if the changes make sense and are what is needed to get a good quote from the vendors the next time. Should you have any questions please let me know.

Thanks
Chad

Chad Denney
Lee County Utilities
North Water Treatment Superintendent
Phone: (239) 694-4038
Fax: (239) 694-1292
CDenney@leegov.com

>>> Robert Franceschini 08/17/05 11:32AM >>>
8/17

chad...

per our conversation with tom hill this morning....attached is a copy of the latest spec...please edit it to reflect the changes in the training program requirements, etc. also, please respond the the questions/issues covered in my memo of 8/10/05.

as always, thanks for your help and cooperation.

bob

Robert D. Franceschini, C.P.M, CPPB
Purchasing Manager
Division of Purchasing
rfranceschini@leegov.com
Phone: 239-344-5450
Fax: 239-344-5460

CC: Cheves, Judy; Hill, Thomas; Khan, Diana



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: Q-050716

OPEN DATE: SEPTEMBER 20, 2005

AND TIME: 2:30 P.M.

PRE-BID DATE: N/A

AND TIME: N/A

LOCATION: N/A

REQUEST FOR QUOTATIONS

TITLE:
**ANNUAL PURCHASE OF POWDERED
ACTIVATED CARBON**

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: JUDY CHEVES
BUYER
PHONE NO.: (239) 344-5450

GENERAL CONDITIONS

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

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (239) 344-5450.

1. **SUBMISSION OF QUOTE:**

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

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

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

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

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

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

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

- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
- h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service.

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

5. **RECYCLED PRODUCTS**

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

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

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

7. **PRE-BID CONFERENCE**

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

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

8. **BIDDERS LIST MAINTENANCE**

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

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

9. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail one original invoice and one invoice copy to:

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

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

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

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

10. **LEE COUNTY BID PROTEST PROCEDURE**

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

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

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

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

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

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

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

The Formal Written Protest shall contain the following:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, 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 QUOTERS** (unless otherwise noted)

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

13. **MATERIAL SAFETY DATA SHEETS**

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

14. **MISCELLANEOUS**

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

15. **WAIVER OF CLAIMS**

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

16. **AUTHORITY TO PIGGYBACK**

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

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

c) **Disadvantaged Business Enterprises**

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

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

d) **Anti-Discrimination**

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

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

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

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

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to

ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

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

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

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

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

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

18. **AUDITABLE RECORDS**

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

19. **DRUG FREE WORKPLACE**

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

20. **REQUIRED SUBMITTALS**

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

21. **TERMINATION**

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

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

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

22. **CONFIDENTIALITY**

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

23. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually

or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are *not* to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

24. **INSURANCE (AS APPLICABLE)**

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

**LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR THE ANNUAL PURCHASE OF POWDERED ACTIVATED CARBON**

DATE SUBMITTED: _____

VENDOR NAME: _____

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers:

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

YES _____ NO _____

POWDERED ACTIVATED CARBON (Norit -HYDRODARCO B OR EQUAL)

SPECIFY PRODUCT NAME: _____

COST \$ _____ PER LB. X 60,000 LBS ANNUALLY =

\$ _____ (GRAND TOTAL)

NOTE: LEE COUNTY PREFERS PRODUCT TO BE SUPPLIED IN 40 LB. BAGS: WITH A MAXIMUM WEIGHT OF NO MORE THAN 50 LBS. PER BAG.

BAGS WEIGHING 50 LBS. OR LESS WILL BE ACCEPTABLE. PLEASE STATE THE SIZE BAG YOU ARE QUOTING IN THE SPACE PROVIDED BELOW.

BAG SIZE QUOTED: _____

MINIMUM ORDER QUANTITY FOR DELIVERY: _____ BAGS

TO BE STARTED WITHIN _____ CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Is your firm interested in being considered for the Local Vendor Preference?

Yes _____ No _____

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

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

Are there any modifications to the quote or specifications:

Yes _____ No _____

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

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

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: _____

REVISED: 7/28/00

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR THE ANNUAL PURCHASE OF POWDERED ACTIVATED CARBON**

SCOPE

The purpose of this quotation is to solicit prospective bidders to furnish and deliver Powdered Activated Carbon on an annual basis for use at Lee County Utilities

TERM OF QUOTE

This quote shall be in effect for one year, or until new quotes are taken and awarded. This quote (or any portion thereof) has the option of being renewed for four additional one-year periods, upon mutual agreement of both parties, under the same terms and conditions.

DELIVERY REQUIREMENTS

Quotes are to be based on firm prices delivered F.O.B., as directed to the locations specified herein, Lee County, Florida.

The County reserves the right to add or delete delivery sites at its discretion at anytime throughout the term of this quote.

Delivery driver must present a photo I.D. upon delivery. The I.D. must show that the driver is an employee of either the trucking company or the awarded vendor. All personnel making deliveries must wear the appropriate personal protective equipment (PPE as required by the MSDS).

Lee County Utilities reserves the right to refuse a delivery if that delivery is not in the proper timeframe; the vendor has improper equipment to offload the delivery; and/or is taking improper safety precautions or has malfunctioning equipment.

Since the unloading of the bags requires a forklift, Lee County Utilities requires 24 hour advance notice as to when the PAC (powdered activated carbon) will be delivered. If this notice is not given the truck driver will have to wait until a forklift can be delivered to the plant. This could take up to four hours or more.

BASIS OF AWARD

Lee County reserves the right, at the Purchasing Director's discretion, not to award certain items on the Proposal Quote Form.

The basis of award for this quote will be the low quoter meeting specifications that have the lowest overall grand total cost.

Lee County reserves the right to reject unbalanced quotes (a quote where a normally low cost item is priced well out of the normal range).

SUBMITTALS

Vendor must have written proof of conformance as required in technical specifications.

NATIONAL RESPONSE CENTER

The bidder shall provide a detailed listing of all accidents, incidents, releases, spills, and National Response Center notifications ("safety incidents") for all chemicals it delivers or manufacturers for the past five (5) years.

The bidder shall also provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for any product it supplies over the past five years. Failure to disclose references, terminations, or safety incidents will result in Bidder being disqualified from bidding on this product.

For purposes of this Bid, the term "Bidder" shall be defined as the vendor submitting the proposal and shall include all subsidiaries, affiliates, and subcontractors. As such, any requested documentation shall apply to all subsidiaries and affiliated companies as well as any subcontractors. In the event that a vendor is using a subcontractor to either manufacture or deliver the product, the requested items (e.g., references, terminations, and safety incidents) shall apply to the subcontractor as well.

MINIMUM ORDER QUANTITIES

On the Proposal Quote Form vendors must specify the minimum order quantity their firm requires for delivery. If Lee County requires less than the minimum order quantity stated by the awarded vendors on the Proposal Quote Form, Lee County reserves the right to purchase the material elsewhere.

PRICE ESCALATION

Offers are submitted with the understanding that no price increases will be authorized for 365 calendar days after the effective date of the contract. If, following this initial 365 calendar day period, the awarded vendor(s) experiences a major price increase from suppliers for items in this quotation, the vendor may submit a written request to increase pricing. All information necessary to review and analyze the request must be submitted to Lee County Purchasing. Lee County shall have the right to grant the price increase, or re-quote, at the County's sole discretion. Should prices decrease, the same procedure shall apply.

QUANTITY PRICE BREAKS

If your firm can offer quantity price breaks to Lee County on any items listed, specify item(s), quantity breaks and pricing on company letterhead. The prices offered on the Proposal Quote Form will form the basis of award.

SAFETY

The supplier's truck must be equipped to safely handle and unload product/products.

DELIVERY LOCATIONS AND CONTACTS

Olga Water Plant
1450 Werner Drive
Alva, FL 33920

Phone: (239) 694-4038
Fax: (239) 694-2370
Contact Person: Lenny Sword

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

CONTRACT

A purchase order will serve as the contract. If your firm will require Lee County to sign a contract of any type, please include that contract with your quotation.

ADDITIONAL REQUIREMENTS

Vendors must provide MSDS sheets for all products to be provided, prior to startup of this contract.

Vendors agree to conform to any and all State and Federal regulations pertaining to chemicals, and to assist Lee County in doing so (Chapter 442 F.S.).

All Chemicals must be approved by the National Sanitation Foundation as applicable. **Please provide written proof with your quote package.**

All products shall be provided exactly as specified. Any variations will not be accepted.

SUMMARY REPORTS

Upon completion of each six-month period of the quote, the awarded vendor(s) shall be responsible for furnishing a summary report to Purchasing. This report shall include the previous six months history, showing at a minimum, the following information:

- 1) Total dollars expended per item,
- 2) Total quantity of each item purchased.

MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

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.

TECHNICAL SPECIFICATIONS

POWDERED ACTIVATED CARBON

A) Description – AWWA Standard B600-96

B) Physical Properties

Powdered Activated Carbon shall be free of diluents, either soluble or insoluble; Norit - HYDRODARCO B or equal.

C) Packaging

Package shipments – Paper bags used in shipments of carbon shall be protected by an outer package of resistant nature to avoid tearing the bags. Complete protection from weather shall be provided for the individual packages.

Powdered Activated Carbon shall be delivered in multi-wall paper bags and shall be palletized. Pallets must consist of wooden slats on top and bottom and are to be loaded no greater than 2,000 pounds per pallet. Palletizing to be included in bid price as it will not be a separate pay item. All pallets are to be protected with shrink-wrap plastic when shipped to Lee County. Broken bags will not be accepted. Any broken bags will be replaced at no cost to Lee County. Lee County prefers 40 pound bags but bags up to 50 pounds will be accepted.

D) Delivery Location

Olga Water Plant
1450 Werner Drive
Alva, FL 33920

E) Amount

Total estimated annual usage – 60,000 pounds

Note: These are estimates only; no guarantees are expressed or implied.

F) Delivery Time

Shipments will be FOB Destination, and received between the hours of **8:00 AM and 4:00 PM, Monday through Friday**, within three (3) working days after verbal receipt of the order from Lee County Utilities.

G) Delivery Amounts/Requirements

Olga WTP;
min/max 5-10 tons per delivery

The supplier shall, at his expense, provide the County with technical assistance as described below:

Should field visits, technical services, or analytical services become necessary as a result of an operational problem during the contract period, the successful supplier shall be required to make visits to the plant to solve any problem at no additional charge to Lee County Utilities.

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

Instructions: Please complete either Part A or B whichever is applicable to your firm

PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee County)

- 1. What is the physical location of your principal place of business that is located within the boundaries of Lee County, Florida?**

- 2. What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)**

PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED WITHIN LEE COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE COUNTY (Please complete this section.)

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

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

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

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

Yes _____ No _____

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

INSURANCE REQUIREMENTS

NOTE: Your certificate of insurance must meet the following requirements:

Requirement #1:

The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy.

Requirement #2:

Certificate holder shall be listed as follows:

Lee County Board of County Commissioners
C/O Lee County Purchasing
P.O. Box 398
Fort Myers, FL 33902-0398

Requirement #3:

Each policy shall provide a 30-day notification clause in the event of cancellation, non-renewal or adverse change.

1. **Minimum Insurance Requirements:** Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but are merely minimums.
 - 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:
 - \$100,000 per accident
 - \$500,000 disease limit
 - \$100,000 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. Special Requirements:

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

To the fullest extent permitted by applicable law, Contractor shall protect, defend, indemnify, save and hold the County, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Contractor resulting from the Contractor's work as further described in this contract, which may arise in favor of any person or persons resulting from the Contractor's performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the County, its officials, commissions, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended. Further, Contractor hereby agrees to indemnify the County for all reasonable expenses and attorney's fees incurred by or imposed upon the County in connection therewith for any loss, damage, injury or other casualty. Contractor additionally agrees that the County may employ an attorney of the County's own selection to appear and defend any such action, on behalf of the County, at the expense of the Contractor. The Contractor further agrees to pay all reasonable expenses and attorney's fees incurred by the County in establishing the right to indemnity.

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, FLORIDA
PROPOSAL QUOTE FORM
FOR THE ANNUAL PURCHASE OF POWDERED ACTIVATED CARBON**

DATE SUBMITTED: 9-16-2005

VENDOR NAME: Acticarb Tailored Products, LLC

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:

none received

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

YES _____ NO

POWDERED ACTIVATED CARBON (Norit -HYDRODARCO B OR EQUAL)

SPECIFY PRODUCT NAME: Watercarb

COST \$ 0.317 PER LB. X 60,000 LBS ANNUALLY =

\$ 19,020 (GRAND TOTAL)

NOTE: LEE COUNTY PREFERS PRODUCT TO BE SUPPLIED IN 40 LB. BAGS: WITH A MAXIMUM WEIGHT OF NO MORE THAN 50 LBS. PER BAG.

BAGS WEIGHING 50 LBS. OR LESS WILL BE ACCEPTABLE. PLEASE STATE THE SIZE BAG YOU ARE QUOTING IN THE SPACE PROVIDED BELOW.

BAG SIZE QUOTED: 50 pound

MINIMUM ORDER QUANTITY FOR DELIVERY: 33 BAGS
(1 pallet)

TO BE STARTED WITHIN 60 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Is your firm interested in being considered for the Local Vendor Preference?

Yes _____ No X

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

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

Are there any modifications to the quote or specifications:

Yes X No _____

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

MODIFICATIONS:

* Price FOB Olga Water Plant. Delivery 3-28 days ARO. 1-18 pallets of 33 bags each. P.A.C. is non-hazardous and would not require two 4 hour training sessions. Statement- Since 12/23/2003, the date of transfer of ownership, there have been no National Response Center incidents involving Acticarb Tailored Products, LLC, products.

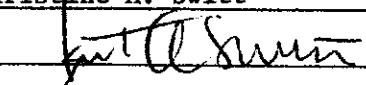
Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote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

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FIRM NAME Acticarb Tailored Products, LLC

BY (Printed): Kristine A. Switt

BY (Signature): 

TITLE: Plant Manager

FEDERAL ID # OR S.S.# 57-1186338

ADDRESS: 551 N. US Hwy 41

Dunnellon, Florida 34432

PHONE NO.: (352)-489-3336

FAX NO.: (352)-489-3339

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: N/A

E-MAIL ADDRESS: bids@acticarbtailoredproducts.com

REVISED: 7/28/00

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR THE ANNUAL PURCHASE OF POWDERED ACTIVATED CARBON**

SCOPE

The purpose of this quotation is to solicit prospective bidders to furnish and deliver Powdered Activated Carbon on an annual basis for use at Lee County Utilities

TERM OF QUOTE

This quote shall be in effect for one year, or until new quotes are taken and awarded. This quote (or any portion thereof) has the option of being renewed for four additional one-year periods, upon mutual agreement of both parties, under the same terms and conditions.

DELIVERY REQUIREMENTS

Quotes are to be based on firm prices delivered F.O.B., as directed to the locations specified herein, Lee County, Florida.

The County reserves the right to add or delete delivery sites at its discretion at anytime throughout the term of this quote.

Delivery driver must present a photo I.D. upon delivery. The I.D. must show that the driver is an employee of either the trucking company or the awarded vendor. All personnel making deliveries must wear the appropriate personal protective equipment (PPE as required by the MSDS).

Lee County Utilities reserves the right to refuse a delivery if that delivery is not in the proper timeframe; the vendor has improper equipment to offload the delivery; and/or is taking improper safety precautions or has malfunctioning equipment.

Since the unloading of the bags requires a forklift, Lee County Utilities requires 24 hour advance notice as to when the PAC (powdered activated carbon) will be delivered. If this notice is not given the truck driver will have to wait until a forklift can be delivered to the plant. This could take up to four hours or more.

BASIS OF AWARD

Lee County reserves the right, at the Purchasing Director's discretion, not to award certain items on the Proposal Quote Form.

The basis of award for this quote will be the low quoter meeting specifications that have the lowest overall grand total cost.

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SUBMITTALS

Vendor must have written proof of conformance as required in technical specifications.

NATIONAL RESPONSE CENTER

The bidder shall provide a detailed listing of all accidents, incidents, releases, spills, and National Response Center notifications ("safety incidents") for all chemicals it delivers or manufacturers for the past five (5) years.

The bidder shall also provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for any product it supplies over the past five years. Failure to disclose references, terminations, or safety incidents will result in Bidder being disqualified from bidding on this product.

For purposes of this Bid, the term "Bidder" shall be defined as the vendor submitting the proposal and shall include all subsidiaries, affiliates, and subcontractors. As such, any requested documentation shall apply to all subsidiaries and affiliated companies as well as any subcontractors. In the event that a vendor is using a subcontractor to either manufacture or deliver the product, the requested items (e.g., references, terminations, and safety incidents) shall apply to the subcontractor as well.

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(LEE COUNTY ORDINANCE NO. 00-10)

Instructions: Please complete either Part A or B whichever is applicable to your firm

PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee County)

1. **What is the physical location of your principal place of business that is located within the boundaries of Lee County, Florida?**

2. **What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)**

PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED WITHIN LEE COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE COUNTY (Please complete this section.)

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

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

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

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

Yes _____ No _____

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

INSURANCE REQUIREMENTS

NOTE: Your certificate of insurance must meet the following requirements:

Requirement #1:

The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy.

Requirement #2:

Certificate holder shall be listed as follows:

Lee County Board of County Commissioners
C/O Lee County Purchasing
P.O. Box 398
Fort Myers, FL 33902-0398

Requirement #3:

Each policy shall provide a 30-day notification clause in the event of cancellation, non-renewal or adverse change.

1. **Minimum Insurance Requirements:** Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but are merely minimums.
 - 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:
 - \$100,000 per accident
 - \$500,000 disease limit
 - \$100,000 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. Special Requirements:

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

To the fullest extent permitted by applicable law, Contractor shall protect, defend, indemnify, save and hold the County, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Contractor resulting from the Contractor's work as further described in this contract, which may arise in favor of any person or persons resulting from the Contractor's performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the County, its officials, commissions, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended. Further, Contractor hereby agrees to indemnify the County for all reasonable expenses and attorney's fees incurred by or imposed upon the County in connection therewith for any loss, damage, injury or other casualty. Contractor additionally agrees that the County may employ an attorney of the County's own selection to appear and defend any such action, on behalf of the County, at the expense of the Contractor. The Contractor further agrees to pay all reasonable expenses and attorney's fees incurred by the County in establishing the right to indemnity.

MATERIAL SAFETY DATA SHEET Date Prepared: JULY 2005

SECTION I PRODUCT IDENTIFICATION

Brand Name (used on label): **WATERCARB, WATERCARB SPECIAL**
Product (common chemical name): **POWDERED ACTIVATED CARBON C.A.S. #: 7440-44-0**
Formula: **C (This product is manufactured for use in the treatment of potable water.)**
Supplier: **ACTICARB TAILORED PRODUCTS LLC**
Address: **551 N. US Hwy. 41, Dunsellon, FL 34432**
Emergency Telephone: **(352) 489-3336 or (800) 874-3302**

SECTION II MATERIAL IDENTIFICATION & HAZARDOUS COMPONENTS

Principal component: **Carbon (non-hazardous)**, Hazardous Components: **Non-hazardous**, OSHA Permissible Exposure Limit: **NOT STANDARD: TREAT AS NUISANCE DUST** (Medical personnel should be consulted if any abnormal physical conditions occur.), ACGIH Threshold Limit: **10mg/meter³**, listed as nuisance dust, Other Limits: **250ppm maximum in use for the treatment of potable water.**

SECTION III PHYSICAL / CHEMICAL CHARACTERISTICS

Boiling Point: **N/A**, Specific Gravity (H₂O = 1): **0.45 - 0.51**, Vapor Pressure (mm Hg.): **0**, Melting Point: **N/A**, Vapor Density (Air = 1): **N/A**, Evaporation Rate (Butyl Acetate = 1): **N/A**, Water Reactivity: **Not reactive. (Corrosive when wet, non-corrosive in dry form.)**, Solubility in Water: **Insoluble**, Appearance and Odor: **Black powder particles, odorless.**

SECTION IV FIRE AND EXPLOSION HAZARD DATA

Extinguishing Media: **Water-fine mist or dry chemical. Special Fire Fighting Procedures: Use self-contained breathing apparatus. Use fine spray of water, avoid methods that may stir up dust clouds, or cause the burning particles of carbon to fly over the area, spreading the fire. Hazardous Decomposition or By-products: Carbon Monoxide may be generated in the event of fire.**
Unusual Fire Explosion Hazard: **Fire generally burns slowly with a dull glow and may be difficult to detect. Airborne dust may create an explosion hazard. Contact with strong oxidizers such as ozone, liquid oxygen, chlorine, permanganate, etc., may result in fire. Ignition temperature: Exceeds 350 C Flash Point: N/A Flammable Limits in Air: N/A**

DEPARTMENT OF TRANSPORTATION INFORMATION:

Proper Shipping Name: **Powdered Activated Carbon** Product Label: **WATERCARB, WATERCARB SPECIAL** Hazard Class: **NONE** (Product is not spontaneously combustible or self-heating). Freight Class Package: **Class 70** Freight Class Bulk: **Class 70**

SECTION V REACTIVITY DATA

Stability: **STABLE**. Incompatibility and Conditions to Avoid: **Strong oxidizers such as ozone, liquid oxygen, chlorine, permanganate, etc. Hazardous Decomposition or by-products: Carbon Monoxide may be generated in the event of fire. Hazardous Polymerization: WILL NOT OCCUR**

SECTION VI HEALTH HAZARD DATA

Health Hazards: **None Known** Route(s) of Entry: **Inhalation? YES, if airborne dust is created. Skin? NO. Ingestion? YES, if airborne dust gets in mouth. Chemical listed as Carcinogen or Potential Carcinogen: NO. National toxicology Program: NO. OSHA: NO. I.A.R.C. Monographs? NO. OSHA Regulated? NOT STANDARD. TREAT AS NUISANCE DUST. (Medical personnel should be consulted if any abnormal physical conditions occur.)**
Signs and Symptoms of Exposure: **NONE**. Medical Conditions Aggravated by Exposure: **NONE KNOWN**.
Emergency First Aid Procedures: **1. Inhalation: Remove to fresh air and provide rest. 2. Skin contact: Non-irritant. Wash thoroughly with soap and water. 3. Eye Contact: Flush with excess water and consult a physician. 4. Ingestion: Drink plenty of water and consult physician if gastrointestinal problems develop.**

SECTION VII PRECAUTIONS FOR SAFE HANDLING & USE

Steps to be taken in case material is released or spilled: **Personnel should wear respiratory protection, retrieve as much of material as possible by sweeping up or similar means, and wash down area. Waste disposal Method: Dispose unused carbon as non-hazardous waste in refuse container in accordance with local, state, and federal regulations. Precautions to be taken in handling and storing: Wet activated carbon depletes oxygen from air which can represent a major problem for workers in confined spaces by causing asphyxiation. Sampling and work procedures for low oxygen levels should be taken to ensure ample oxygen availability, observing all local, state and federal regulations. Keep away from strong oxidizers. Other Precautions: Wash thoroughly after handling. Exercise caution in the storage and handling of all chemical substances.**

SECTION VIII CONTROL MEASURES

Respirator Protection (Specify Type): **NIOSH approved dust mask recommended if excess carbon dust is generated. Ventilation: Adequate to remove dust and to comply with maximum exposure limits. Eye Protection: Safety Goggles with side shields recommended. Protective Gloves: For personnel hygiene. Local exhaust: Where needed. Other Protective clothing or equipment: Not Required.**

NFPA HAZARD SIGNAL

Health Hazard: **0** Flammability Hazard: **1** Reactivity Hazard: **0**

REGULATORY INFORMATION

RCRA status: **If discarded in its purchased form, this product would not be a hazardous waste, either by listing or by characteristic. However, under RCRA, it is the responsibility of the product user to determine at the time of disposal whether a material containing the product or derived from the product should be classified as a hazardous waste (40 CFR 261.20-24)**

OTHER INFORMATION

MAXIMUM USAGE 250 PPM FOR USE IN POTABLE WATER TREATMENT. CERTIFIED TO ANSI/NSF STANDARD 61.



OFFICIAL LISTING

NSF International Certifies that the products appearing on this Listing conform to the requirements of NSF/ANSI Standard 61 - Drinking Water System Components - Health Effects

This is the Official Listing recorded on June 27, 2005.

ACTICARB TAILORED PRODUCTS, LLC
551 NORTH U.S. HIGHWAY 41
DUNNELLO, FL 34432
352-489-3336

Facility: DUNNELLO, FL

Table with columns: Trade Designation, Size, Process Media, Water Contact Temp, Water Contact Material. Rows include Powdered Activated Carbon, Watercarb, Watercarb Plus, and Watercarb Special.

[1] This product is Certified with a maximum use level of 250 mg/L. Carbon source is wood.

NOTE: Certified for water treatment plant applications. This product has not been evaluated for point of use applications.

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF International.

Cheves, Judith E.

ATTACHMENT #5

From: Chad Denney [CDenney@leegov.com]
Sent: Monday, October 03, 2005 11:04 AM
To: Cheves, Judith E.
Cc: Hill, Thomas A.; Franceschini, Robert D.
Subject: PAC Quote #Q-050716

Judy, we have reviewed the price proposals from the vendors.

Lee County Utilities recommends awarding the quote to the lowest priced vender meeting specs which was Acticarb. They are our current vender.

Language covering what the action accomplishes; This chemical was bid out to get a competitive price.

Account String; OD53601 148700 505240

Estimated annual expenditure; \$20,000

Should you need any further info please let me know.

Thanks
Chad

Chad Denney
Lee County Utilities
North Water Treatment Manager
Phone: (239) 694-4038
Fax: (239) 694-1292
CDenney@leegov.com