

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

Blue Sheet No. 20060489

1. ACTION REQUESTED/PURPOSE: Approve Bid Waiver # W-060414 to waive the formal quotation procedure, and allow the Public Works Department/Utilities Division to purchase Greenleaf filter parts, equipment and service from Infilco Degremont, Inc. through their authorized representative in Florida Moss-Kelly, Inc at a total cost of \$212,818. Approval is also requested for an additional 10% over the total cost for any incidentals related to the rehab of the Olga WTP. A waiver has been requested because Moss-Kelly, Inc. is the authorized representative for Infilco Degremont of Greenleaf filter parts, equipment and service in the State of Florida (please see Attachment #3).

2. WHAT ACTION ACCOMPLISHES: Allows Public Works Department/Utilities Division to purchase required parts, etc. to completely rehabilitate the existing Greenleaf filter unit.

3. MANAGEMENT RECOMMENDATION: Approve as stated.

4. Departmental Category: 10 **AIOA** **5. Meeting Date:** **05-09-2006**

6. Agenda:	7. Requirement/Purpose: (specify)		8. Request Initiated:	
	<input type="checkbox"/> Consent	<input type="checkbox"/> Statute		Commissioner
	<input checked="" type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance		Department <u>Public Works</u>
	<input type="checkbox"/> Appeals	<input checked="" type="checkbox"/> Admin. Code <u>AC-4-1</u>		Division <u>Utilities</u>
	<input type="checkbox"/> Public	<input type="checkbox"/> Other		By: <u>S. Ivan Velez, PE, Acting Dir.</u>
<input type="checkbox"/> Walk-On		<i>[Signature]</i> <u>4/21/06</u>		

9. Background: On March 29, 2006, the Division of Purchasing received a request from the Public Works Department/Utilities Division to waive the formal quotation procedure to allow for the purchase of Greenleaf filter parts, equipment and service from Infilco Degremont, Inc. through their sales representative for the State of Florida Moss-Kelly, Inc.

Funds are available: 20726548730.506310

ATTACHMENTS:

- (1) Request for Bid Waiver
- (2) Justification for Waiver Purchase
- (3) Parts Source Verification Letter from Infilco Degremont, Inc
- (4) Infilco Degremont, Inc. Proposal and Contract

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>[Signature]</i> 4/21/06	<i>[Signature]</i> 4/19/06	N/A	BAO ydk	<i>[Signature]</i>	<i>[Signature]</i> 4/21/06	<i>[Signature]</i> 4/21/06	<i>[Signature]</i> 4/21/06	<i>[Signature]</i> 4/25/06	<i>[Signature]</i> 4/21/06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <i>[Signature]</i>
4-24-06
2:17
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>
4/27/06
2:30pm

Rec. by CoAtty
Date: 4/24/06
Time: 1:00
Forwarded To: <i>[Signature]</i>
4/24/06 1:30



Lee County
SOUTHWEST FLORIDA

INTEROFFICE MEMORANDUM

PUBLIC WORKS UTILITIES

DATE: MARCH 29, 2006

TO: Janet Sheehan
Purchasing Director

FROM: Ivan Velez, P.E.
Acting Utilities Director

RE: OLGA WATER TREATMENT PLANT
EXISTING FILTER REHABILITATION

Lee County Utilities has been planning to completely rehabilitate the existing filter unit at our Olga Water Treatment Plant. This filter has been in continuous operation for many years and it is now time to replace all parts and associated equipment before failure occurs.

The existing filter unit is a Greenleaf product from Infilco Degremont, Inc. They are the sole supplier for Greenleaf filter parts and equipment. There are no other suppliers of replacement parts and equipment to fit this filter unit. Therefore, we are requesting a waiver of the County's competitive bidding process to purchase the replacement parts and equipment.

These replacement parts are necessary to complete rehabilitation of the existing filter unit. This is the only filter at our Olga WTP, and should it fail, the entire facility would be shut down from service for an extended period of time until the filter could be emergency repaired. This would be rather detrimental and would significantly impact service to our potable water customers and fire flow protection throughout the County.

For this reason we are proceeding with preparations to replace all of the existing filter parts and equipment. At this time, we respectfully request your expedited review as we need to accomplish the replacement work by the end of October 2006. Potable water demands are expected to decrease enough during the summer months to be able to take the existing filter partially offline (reducing potable water production at Olga by 50%) and replace the necessary parts and equipment. However, we have been informed it will take 12 weeks alone just to have these replacement parts and equipment delivered after ordering. Therefore, we need to proceed with this as soon as possible.

Enclosed are the following documents:

- Justification for Sole Source and/or Waiver Purchase form
- Sole Source Statement letter from vendor
- Written quote from vendor for replacement parts and equipment

Funding for the requested purchase is available under the following account string:
20726548730.506310

Should you need any additional information, please do not hesitate to contact me or Tom Mamott (479-8576). Thank you for your assistance.

JUSTIFICATION FOR SOLE SOURCE AND/OR WAIVER PURCHASE

REQUISITION NUMBER _____ DATE MARCH 29, 2006

DEPARTMENT UTILITIES BUSINESS UNIT _____

SUGGESTED VENDOR

Moss-Kelly, Inc. (authorized representative in Fl. for Infilco Degremont, Inc.)

ITEM DESCRIPTION AND REASON FOR SOLE SOURCE AND/OR WAIVER:
(MAY ALSO BE ATTACHED AS A MEMO)

Items: Replacement parts and equipment for our existing Greenleaf Filter unit at the Olga WTP. See attached written quote for detailed Scope of Supply.

Reason: Infilco Degremont is the sole supplier for replacement parts and equipment for this Greenleaf filter unit. Further, Moss-Kelly is the only authorized representative for the state of Florida. See attached memo for additional information.

TECHNICAL CHARACTERISTICS:

See attached quote for details.

REASON FOR REQUESTING SOLE SOURCE:

ITEM MUST MATCH EXISTING EQUIPMENT, WHICH IS:

D4 Greenleaf Filter by Infilco Degremont, Inc.

ITEM IS A REPAIR PART FOR EXISTING EQUIPMENT, WHICH IS:

D4 Greenleaf Filter by Infilco Degremont, Inc.

ITEM IS TO BE ATTACHED TO EXISTING ITEM, WHICH IS:

D4 Greenleaf Filter by Infilco Degremont, Inc.

Revision Date:

(X) TECHNICAL CHARACTERISTICS OF REQUESTED ITEM ARE ESSENTIAL TO OUR NEEDS BECAUSE:

Must match existing to fit in existing filter unit.

(X) NO OTHER MANUFACTURER OF THIS TYPE OF PRODUCT EXISTS

() OTHER MANUFACTURERS OF THIS TYPE OF PRODUCT DO NOT MEET OUR MINIMUM REQUIREMENTS:

MANUFACTURER'S NAME: _____

REASON: _____

MANUFACTURER'S NAME: _____

REASON: _____

MANUFACTURER'S NAME: _____

REASON: _____

() OTHER _____

MUST PERFORM PRICE OR COST ANALYSIS OR ATTACH NEGOTIATED PRICE QUOTE FROM VENDOR; LETTER FROM MANUFACTURER STATING SOLE SOURCE.

A) PRICE ANALYSIS PERFORMED

BASED ON:

See attached written price quote.

Revision Date:

B) COST ANALYSIS PERFORMED:

BASED ON:

Thomas A. Lamott

THOMAS A. LAMOTT, P.E.
ENGINEER MANAGER II

SIGNATURE AND TITLE OF REQUESTER

I, *Chris Jeffcoat*, AUTHORIZED BUYER,
CONCLUDE THE FOLLOWING:

SOLE SOURCE JUSTIFICATION IS ADEQUATE AND PURCHASE IS AUTHORIZED WITHOUT COMPETITIVE BIDDING.

SOLE SOURCE JUSTIFICATION IS INADEQUATE AND REQUISITION IS RETURNED TO DEPARTMENT.

DUE TO TIME RESTRAINTS PURCHASE IS AUTHORIZED WITHOUT COMPETITIVE BIDDING.

COMPETITIVE/NON-COMPETITIVE BID WAIVER APPROVED.

Chris Jeffcoat 4-18-06
BUYER

Jan K. Sheehan 4.18.06
PURCHASING DIRECTOR
This sole source had on our website for 10 days as request for interest see comments attached.

Jeffcoat, Chris R.

From: Jonathan Pitt [jonathanpitt@spercogroup.com]
Sent: Monday, April 03, 2006 9:58 AM
To: Jeffcoat, Chris R.
Subject: RFI, Olga WTP Filter Rehabilitation

Chris,

Regards to my contacting you to see if this project would be a viable business opportunity, and after discussions with you this morning, I offer the following. Infilco Degremont, Inc. is the distributor for the Greenleaf product line. Traditionally this type of supplier would furnish parts and components to the owner for replacement and repair purposes, but based upon the nature of your request, I would think the manufacturer, and the area distributor would furnish you a supply and installation quote for your request. I would deem this type of request based upon the equipment type and manufacturer as a "sheltered market" and or "sole source" market.

If we can be of further assistance, please feel free to contact us. I remain.

Thank you,

Jonathan C. Pitt

Thanks for your assistance

Jonathan C. Pitt
Director, Water Technology Group
HERC Products, Incorporated
300 Scarlet Blvd.
Oldsmar, FL 34677
813.854.4798 (Direct)
813.854.4820 (Fax)
727.638.6324 (Mobile)
Jonathan.pitt@hercprod.com

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Jeffcoat, Chris R.

From: Tommy (WT) Tyson [Paul.Tyson@siemens.com]
Sent: Tuesday, April 04, 2006 8:27 AM
To: Jeffcoat, Chris R.
Cc: Earl (WT) Griner
Subject: Lee County OLGA Water Plant Rehab - USFilter

After reviewing the information you faxed me, I am in agreement with your utility department that the items are proprietary and in my opinion are best to be provided by the original filter manufacturer. In any event, we do not wish to bid on these replacement parts.

Thanks for the opportunity.

Tommy Tyson
Siemens Water Technologies
PO Box 7386 Lakeland, FL 33807-7386
Tel 863-646-7694; Fax 863-644-6319; Cell 863-370-7191
paul.tyson@siemens.com www.usfilter.com

Confidentiality Note: This e-mail message and any attachments to it are intended only for the named recipients and may contain may contain confidential information. If you are not one of the intended recipients, please do not duplicate or forward this e-mail and immediately delete it from your computer.



February 23, 2006

Infilco Degremont, Inc.

8007 Discovery Drive
Richmond, VA 23229-8606

Tel 804 756 7600

Fax 804 756 7643

www.infilcodegremont.com

Lee County Utilities
Attn: Mr. Thomas Mammott, P.E.
1500 Monroe Street
Fort Myers, FL 33902

Subj: Greenleaf Filter Control
Olga Water Treatment Plant

Dear Mr. Mammott:

Thank you for contacting Infilco Degremont, Inc. (IDI) about authorized replacement parts for the IDI Greenleaf Filter Controls in service at the Olga WTP.

Infilco Degremont, Inc. has designed and supplied Greenleaf Filter Control equipment for more than twenty-five (25) years. We are the sole supplier for parts for this equipment. The authorized representative for Infilco Degremont, Inc. in Florida is as follows:

Moss – Kelley, Inc.
3300 University Drive – Suite 705
Coral Springs FL 33065

Attn: Mr. John Mushinsky / Mr. Jim Kelley

Please feel free to call me if you should have additional questions.

Sincerely,


Paul D. Spofford
Southeast Regional Manager

ATTACHMENT 4



Water and Wastewater
Treatment Solutions

Infilco Degremont, Inc.
PO Box 71390 Richmond, VA 23255-1390
8007 Discovery Drive Richmond, VA 23229
Telephone: 804.756.7600 Fax: 804.756.7643
Email: info@infilcodegremont.com
Internet: www.infilcodegremont-usa.com

PROPOSAL and CONTRACT

Date: March 21, 2006

Proposal Number: S03210601

Page: 1 of 2

To: Lee County Utilities
1500 Monroe Street
Fort Myers, FL 33902-0398

Telephone: (239) 479-8576

Fax: (239) 479-8176

Email:

Description: Greenleaf Filter Rehabilitation

Reference: Olga WTP

Attn: Thomas Mamott, P.E.

(Hereinafter referred to as "Purchaser")

Infilco Degremont, Inc. ("IDI") offers to furnish the following described materials and equipment ("Products") and/or services at the prices ("Purchase Price") stated below or as otherwise confirmed in writing by IDI and in accordance with the Conditions of Sale and other provisions contained herein. This Proposal shall remain in effect for 60 days from the date hereof and shall expire at that time unless extended in writing by IDI. The Purchase Price is based upon all of the Conditions of Sale and other provisions contained herein. Purchaser's acceptance of this Purchase Price, whether by issuance of a purchase order or otherwise, or acceptance of delivery of the Products and/or services furnished hereunder, shall be considered acceptance by the Purchaser of all the Conditions of Sale and other provisions contained herein, notwithstanding any statement in Purchaser's acceptance or order to the contrary. IDI hereby objects to and rejects any proposal by Purchaser to modify, amend, limit, add to or delete any of the Conditions of Sale or other provisions contained herein unless expressly accepted in writing by IDI.

Quantity	Part Number	Description	Unit Price	Extension
1		Rehabilitation Parts for (1) Greenleaf Filter		
4		Infilco On-Site Service (4 days - Included)		
		See Page 2 for complete scope of supply		
			(Prices Exclude Sales Tax)	
			Order Total:	\$212,818.00

Estimated Shipment: 10 - 12 Weeks AR Approval

Payment Terms: 100%, Net 30

Shipping Terms: FOB Shipping Point

Infilco Degremont, Inc.

By: _____

Stephen R. Gray,
INFILCare

Purchasers Acceptance:

Company: N.A.

By: S. T. O. with Office

Title: _____

Date: _____

Sales Representative:

Moss-Kelley, Inc
3300 University Drive Suite 705
Coral Springs, FL 33065

Fax (954) 341-9370

Ph (954) 755-2092

CC: RJL, PDS, File

SCOPE OF SUPPLY

Greenleaf Filter

- SS Vacuum tank and supports

Includes: One 6.5 foot tall 304 stainless steel vacuum tank with water level gauge, vacuum gauge and two "C" beam supports for the vacuum tank. The vacuum tank will require some field assembly for piping and support beams prior to installation.

- (2) Vacuum pumps

Includes two 5 hp vacuum pumps suitable for the Greenleaf Filter. Vacuum pumps will be 480 volts, 3 phase, 60 Hz.

- Inlet siphons, 304SS, (4) total

Four inlet siphons made from 304 stainless steel suitable for the D4 Greenleaf Filter at Olga WTP with a peak design inlet flow of 6 MGD. Supplied as four separate pieces which are bolted in place. Mounting hardware is included.

- Annular flume, 304SS

Includes: One 304 stainless steel annular flume suitable for the D4 Greenleaf Filter at Olga WTP with peak design inlet flow of 6 MGD. Supplied in two pieces and must be field assembled and welded in place. Installation must level and weld must be water tight.

- Piping to siphons from vacuum tank, 304SS

Includes: Stainless steel piping and fittings to connect the inlet siphons and backwash siphons to the vacuum tank located in the center platform area. Will require Teflon tape and Teflon paste (by others) for field assembly to assure vacuum tight assembly.

- Solenoid valves, total of (16)

Includes: Four ¾" solenoid valves, normally open, 2 way valves, with NEMA 4 enclosure (115 volts/60 Hz/1 phase) for the connection to the inlet siphons; four 1 ½" solenoid valves, normally closed, 2 way valves, with NEMA 1 enclosure (115 volts/60 Hz/1 phase) for connection to the inlet siphons. Four 1 ½" solenoid valves, normally open, 2 way valves, with NEMA 1 enclosure (115 volts/60 Hz/1 phase) for the connection to the backwash siphons, and; Four 1 ½" solenoid valves, normally closed, 2 way valves, with NEMA 1 enclosure (115 volts/60 Hz/1 phase) for connection to the backwash siphons.

- Level sensors for vacuum tank and each filter cell

Includes: The vacuum tank level probes and probe holder, and the ultrasonic level probes for each of the four filter cells. Each filter cell level probe assembly includes the probe holder and attachment bracket. Filter cell level probe attachment hardware is not included.

- **Control Panel, PLC, NEMA 4X Enclosure**

Includes: A NEMA 4X, stainless steel, single door control panel with Allen Bradley PLC controller and HMI (Panelview Plus Color Touch Screen). Full operation to be controlled via color graphic touch screen. Each filter cell will be capable of running in auto, manual or off mode via the HMI color graphic touch screen. Wiring to field devices terminated at terminal blocks. The control panel will have the additional capability of controlling (4-20 mA valves with feedback loop and digital for pump) the supplemental backwash valve, supplemental backwash pump, carbon stack influent valve and carbon stack bypass valve.

- **Backwash Troughs, 304 SS**

Includes: Eight long (approximately 20' 3") 304 stainless steel backwash troughs, four short (approximately 15' 8") 304 stainless steel backwash troughs and four 304 stainless steel collection troughs (approximately 15' 8") suitable for the D4 Greenleaf Filter at Olga WTP. Eight 304 stainless steel knee brackets are also included for the support of the collection troughs. Bolts and attachment hardware are not included. The eight long backwash troughs will require field welding to the collection troughs during installation.

Service

Additional Service : \$2,250 per day

(Four days included with no more than 2-trips)

All required assembly drawings will be provided.

No installation will be by IDI.

INFILCO DEGREMONT, INC. ("IDI") CONDITIONS OF SALE

1. **GENERAL:** Sales by IDI are made solely under the conditions expressly set forth herein. Any proposed changes or exceptions to these conditions, or additional terms and conditions, included or referenced in Purchaser's order or acceptance of this offer, are hereby rejected by IDI, and shall be of no force or effect upon IDI unless expressly accepted in writing by IDI.

This Contract shall bind and inure to the benefit of Purchaser and IDI, as well as their respective successors and assigns; however, neither party may assign this Contract without the prior written consent of the other.

Neither party shall be deemed to have waived its rights by failing to enforce any particular provision of this Contract.

If a court invalidates any portion of this Contract, the rest of this Contract shall remain valid and be construed as if not containing the invalidated provision.

Virginia law shall govern the rights and obligations of the parties.

2. **CREDIT APPROVAL:** If at any time information available on Purchaser's financial condition or credit history, in IDI's judgment, does not justify the terms of payment specified herein, IDI may require full or partial payment in advance, or an acceptable form of payment guarantee such as a bank letter of credit, or other modifications to the terms of payment.

3. **PROPRIETARY INFORMATION:** All information, data, drawings, instruction and operation manuals furnished by IDI with this Contract are proprietary to IDI, submitted in strict confidence, and are to be used by Purchaser solely for the purposes of this Contract, and shall not be reproduced, transmitted, disclosed or used in any other manner without IDI's written authorization.

4. **RISK OF LOSS:** Risk of loss or damage to the Products, or any part thereof, shall pass to Purchaser upon delivery of the Products or part to Purchaser at the f.o.b. point stated herein.

5. **EXCUSABLE DELAY:** IDI shall not be liable for failure to perform or for delay in performance due to fire, flood or any other act of God, strike or other labor difficulty, act of any civil or military authority or of Purchaser, riot, embargo, delay in or shortage of transportation facilities, or any other delay beyond IDI's reasonable control. In the event IDI's performance is delayed by any such cause, IDI's schedule for performance shall be extended accordingly. If Purchaser's actions delay IDI's performance, Purchaser shall pay IDI any additional costs incurred by IDI resulting from such delay. If Purchaser delays shipment of Products, or any part thereof, in addition to paying IDI for additional costs incurred, Purchaser shall also pay for the Products or the parts on the date IDI is prepared to make shipment.

6. **TAXES:** The Purchase Price does not include any State or local taxes of any kind applicable to the sale, use or delivery of the Products or services covered under this Contract. Purchaser shall pay direct or reimburse IDI for any such taxes that IDI or IDI's subcontractors or suppliers are required to pay.

7. **INSPECTION BY PURCHASER:** Purchaser may inspect the Products at the point of manufacture, provided that such inspection is arranged and conducted so as not to unreasonably interfere with IDI's or the manufacturer's operations. Purchaser's inspection of the Products and release for shipment shall constitute Purchaser's acceptance of the Products as conforming to the requirements of this Contract.

8. **WARRANTY:** IDI warrants the Products shall conform to the description contained in this Contract and be free from defects in material and workmanship for a period of one (1) year from date the Products are shipped, provided that the Products are stored, installed, maintained and operated in accordance with IDI's written instructions and not subjected to misuse, neglect or accident.

Upon prompt written notice of and determination that such defect is covered under the foregoing warranty, IDI's responsibility is limited to correction of the defect by, at IDI's option, repair or replacement of the defective part or parts, f.o.b. factory. UNLESS STATED ELSEWHERE HEREIN, IDI PROVIDES NO WARRANTY OF PRODUCT PERFORMANCE OR PROCESS RESULTS. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IDI shall have no responsibility for the condition of primed or finish painted surfaces after the Products leave their point of manufacture.

Field touch-up of shop primed or painted surfaces are normal and shall be at Purchaser's expense. Any touch-up or repainting required to shop primed or painted surfaces, for reasons other than improper or incorrect application in the shop, shall be Purchaser's responsibility.

9. **BACKCHARGES:** IDI shall not be liable for any charges incurred by Purchaser for work, repairs, replacements or alterations to the Products, without IDI's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.

10. **LIMITATION OF LIABILITY:** IDI SHALL NOT BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM IDI'S OBLIGATIONS UNDER THIS CONTRACT, WHETHER SUCH DAMAGES ARE BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE. IN ANY EVENT, IDI'S LIABILITY TO PURCHASER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR PARTS OF THE PRODUCTS ON WHICH SUCH LIABILITY IS BASED.

11. **CANCELLATION BY PURCHASER:** If Purchaser cancels this Contract or refuses to accept delivery of the Products, Purchaser shall be liable to IDI for reasonable cancellation charges, including loss of anticipated profits, administrative costs, commissions to sales representatives, costs incurred by IDI for all work performed or in process up to the time of cancellation or refusal to accept delivery, cancellation charges from IDI's suppliers or subcontractors, and any other expenses incurred by IDI in connection with Purchaser's cancellation or refusal to accept delivery.

12. **DEFAULT BY PURCHASER:** Without incurring any liability or waiving any claim for damages IDI may have against Purchaser, IDI may refuse to make or delay making delivery and/or withhold any service if (a) Purchaser breaches this or any contract with IDI; (b) IDI becomes aware of facts which, in its judgment, render Purchaser's financial condition unsatisfactory or cast doubt on Purchaser's willingness or ability to pay for the Products and/or services; or (c) Purchaser engages in or consents to liquidation, commission of any act of insolvency, appointment of a receiver of assets or assignment for the benefit of creditors, or if Purchaser becomes the subject of any bankruptcy or insolvency proceeding.

If Purchaser is late in paying the Purchase Price or any partial payment due under this Contract, or otherwise breaches this Contract, IDI shall be entitled to interest at the legal rate on the overdue amount, and on its damages, calculated from the date of default in payment or other breach, plus court costs, reasonable attorneys' fees and other expenses incurred in any effort to collect.