



September 18, 2018

Mr. Timothy Merritt
City of Venice
Water Reclamation Division
3510 E. Laurel Rd.
Nokomis, FL 34275
Email: tmerritt@ci.venice.fl.us

**RE: 2019 PIGGYBACK OF LEE COUNTY, FLORIDA
CITY OF VENICE ODOR AND CORROSION CONTROL SERVICES
Evoqua Quote No. Q180905MJ03**

Dear Mr. Merritt:

First, let me thank you again for your continued interest in Evoqua Water Technologies and for your confidence in our ability to solve your hydrogen sulfide odor and corrosion control needs.

Per our discussions, Evoqua Water Technologies would like to offer the City of Venice the opportunity to piggyback a contract that Evoqua has in place with Lee County for Odor and Corrosion Control Services. I have attached a copy of the Executed Contract renewal with product pricing for your reference. The current contract renewal is good from January 1, 2019 through May 13, 2021.

Thank you again for the opportunity to be of service. We look forward to continuing our relationship with the City of Venice on your odor and corrosion control needs. If you have any questions regarding this information or if I can be of assistance in any way, please do not hesitate to call me at (941) 586-8813.

Sincerely,

Evoqua Water Technologies LLC

Charles Maltby

Charles Maltby
Technical Sales Representative

TAB 1: INTRODUCTION

1. Project RFP Number & Name

Request for Proposals Response to Lee County

RFP No. RFP170384ANB

Corrosion and Odor Control Services

Due: December 13th, 2017, 2:30 PM ET



LEE COUNTY

SOUTHWEST FLORIDA

2. Firm's Name & Address



eVOQUA

WATER TECHNOLOGIES

Evoqua Water Technologies LLC

2650 Tallevast Rd

Sarasota, FL 34243

(800) 345-3982

3. Firm's Contact Person & Information

Charles Maltby

Phone: (941) 586-8813

Fax: (941) 359-7985

Email: charles.maltby@evoqua.com



TAB 2: Description of Firm

1. Years in Business under Present Name

Evoqua has been performing these services since 1975, and has been in business under the present name for 3 years.

2. Former Names

The Municipal Services Division of Evoqua Water Technologies was first established in 1975 in Manatee County, Florida as the Davis Process Division of Davis Water and Waste Industries, Inc. USFilter acquired Davis and all its Divisions in 1996. In 2004 USFilter became part of Siemens, a global provider of power, control, and consumer products and services. In 2014 Siemens Water Technologies was acquired by AEA Investors LP and rebranded as Evoqua Water Technologies LLC.

3. Office Location

Sarasota Office

Evoqua Water Technologies LLC
Municipal Services Division Headquarters
2650 Tallevast Road
Sarasota, FL 34243
Phone: (941) 355-2971

4. Number of full-time employees at Sarasota Office

70

5. Employees from other locations

No work will be shared with Evoqua employees assigned to offices outside of Sarasota. Technicians live and work remotely from areas close to their assigned work. These technicians report to the Sarasota location however.

TAB 3: Overall Firm Experience

1. Evoqua's Experience, Expertise & Ability

Evoqua has been solving odor problems for municipalities since 1975, and today has over 170 employees dedicated exclusively to solving wastewater related issues. Our large size and access to resources allows us to maintain project schedules and costs in an effective manner.

The following reference can attest to Evoqua's ability to execute an odor and corrosion control program:

Mr. Nick Wagner, Utilities Superintendent
Manatee County Utilities
5101 65th St. W.
Bradenton, FL 34210



Phone: (941)792-8811 X 5377

Email: nick.wagner@mymanatee.org

Description of services provided: 6 Bioxide® feed locations, 36 Bioxide® Plus 71 locations, one PRISC Odophos® Plus locations, 4 Odophos® locations, one PRISC® peroxide location. 49 vapor phase units. Locations throughout Manatee County.

Duration of Contract: August 2003 - present

Value of contract: \$2.6M/yr.

2. Evoqua's Staff & Subcontractors to Provide Services

Charles Maltby – Sales Representative & Project Manager

Vaughan Harshman, P.E. – District Manager

Dave Morano – Sales Support Manager

Elsa Wright – Applications Engineer

Ryan Hansen – Branch Manager

Vincent Barrett – Field Service Technician

Nick Pariseau – Installation Specialist

Evoqua will use no subcontractors in relation to this contract.

3. Governmental Agency Compliance

No licensing or certification is required to execute an Odor and Corrosion Control Program, but our District Manager for this program, Mr. Vaughan Harshman, is a licensed Chemical Engineer in the State of Florida (No. 52651). He is well-qualified to design and implement the chemical and biochemical processes necessary for odor and corrosion control, and can certify such designs if necessary.

4. Other Municipality Experience

Many large municipalities in Florida can attest to the success of Evoqua's odor and corrosion control program through the use of a myriad of technologies. Some of these accounts are listed in Tab 6 as references, including Loxahatchee River Environmental Services District, Sarasota County, and Collier County. Additional customers with a wide variety of Evoqua technologies include Manatee County, City of Tampa, Orange County, The City of Tallahassee, The City of Sarasota, , Fort Lauderdale, and Boca Raton. Evoqua currently supplies odor control services to Lee County.

TAB 4: Company Resources: Key Personnel & Experience

1. Project Manager's Experience

Charles Maltby – Sales Representative & Project Manager:

Mr. Maltby has ten (10) years of odor and corrosion control experience. Mr. Maltby has project management experience in a number of South Florida municipalities including but not limited to Sarasota County, Fort Lauderdale, Collier County, and Boca Raton. Mr. Maltby has been the project manager for Lee County for 3 years and started his career at Evoqua servicing Lee County.

2. Personal Resumes of Key Personnel

BIOGRAPHY

NAME: Jennifer R. Miller, PhD

EDUCATION: C.Dip.AF. Certified Diploma in Accounting, Finance and Management - Sandwell Management College, England. 1990
Ph.D. Polymer Science – University of Lancaster, England. 1988
B.Sc. with Honors Chemistry – University of Lancaster, England. 1985

REGISTRATION: CSci – Chartered Scientist

PROFESSIONAL EXPERIENCE

Evoqua Water Technologies LLC

V.P. and General Manager 2008- Present
Responsible for operations of six division service centers, technical sales support/applications engineering, research & development, and safety.

FSOC Disinfection Manager 2006 – 2007
Achieve revenue and income targets through the effective supervision of sales, operations, customer service, and technical support staff. Implement, lead and direct municipal sales and marketing strategies for disinfection chemicals, technologies and services nationally. Manage key chemical supplier relationships.

ALTIVIA Corporation

Technical Marketing Director, Water & Environmental Technologies 2003 – 2005
Managed sales and marketing, research and development, intellectual property, and regulatory affairs for water treatment chemicals, technologies and services. Product line included odor control chemicals, oxidants and disinfectants, coagulants, and corrosion inhibitors. Managed the development and commercialization of new products, market and pricing strategies, and marketing communication plans for new and existing products.

Vulcan Performance Chemicals

Technical Marketing Director 1998 – 2002
Managed product development and marketing of specialty products to the North American market included the development of budgets and pricing strategies, market positioning, product commercialization, marketing communication and special projects.

ROLES AND DUTIES IN PROVIDING SERVICE TO LEE COUNTY

Dr. Miller has thirty (30) years of experience in the chemical and water treatment industry. As General Manager for the Municipal Services business, Dr. Miller's responsibility will be to ensure the necessary resources (people, equipment and chemicals) are available to meet Evoqua's obligations under the contract. Dr. Miller will also act as an additional point of contact for Lee County to support Mr. Maltby and the Evoqua team in execution of the contract.

CONTACT INFORMATION

Evoqua Water Technologies
2650 Tallevast Road
Sarasota, FL 34243

Phone: (941) 359-7930 Email: Jennifer.R.Miller@evoqua.com

BIOGRAPHY

NAME: Charles Maltby

EDUCATION: Manatee Community College
AAS in Building Construction and Technology
Bradenton, Florida

PROFESSIONAL EXPERIENCE

Evoqua Water Technologies LLC – Sarasota, FL

Technical Sales Representative

2015 – Present

Technical sales and account manager responsible for technical evaluation, application design, sales, and account management for selected accounts in South Florida. Responsible for helping Evoqua customers to identify the cause of odor and corrosion problems, design the appropriate solution and implement the best overall solution or program. Effectively team with Evoqua customers to comprehensively serve their needs

Branch Manager

2014 – 2015

Responsible for independently managing the administrative and technical functions associated with the operation of the Sarasota Municipal Services Branch of Evoqua Water Technologies.

Field Service Supervisor

2010 – 2014

Management of all field service activities for full service odor control customers within the State of Florida, responsibilities include scheduling routine and non-routine service work; assist Installation Manager on new installations and Fleet Manager on chemical deliveries.

Field Service Technician

2007 – 2010

Responsible for the startup and installation of chemical feed and vapor phase odor control equipment. Extensive experience trouble shooting odor control equipment including chemical feed, biofilter, and biotrickling filter systems.

Yoder Concrete

Concrete Professional

2005 – 2006

Trained in building standards and procedures. Demonstrated detailed and efficient work practices while expediting building plans

ROLES AND DUTIES IN PROVIDING SERVICE TO LEE COUNTY

Mr. Maltby has ten (10) years of odor and corrosion control experience. As Project Manager, Mr. Maltby will devote any amount of time required to assure that the requirements of the odor and corrosion control program are being met. Mr. Maltby shall coordinate all projects between Manatee County and Evoqua Water Technologies, including establishing communication contacts, resolving operation or technical issues, reviewing operating data, and approving reports.

CONTACT INFORMATION

Evoqua Water Technologies
2650 Tallevast Road
Sarasota, FL 34243

Phone: (941) 586-8813 Email: charles.maltby@evoqua.com

BIOGRAPHY

NAME: Vaughan Harshman, P.E.

EDUCATION: B.S., Chemical Engineering, 1992
University of South Florida, Tampa, FL
Master of Business Administration, 2017
University of Florida, Gainesville, FL

REGISTRATION: Florida Professional Engineer No. 52651

PROFESSIONAL EXPERIENCE

Evoqua Water Technologies LLC, Sarasota, FL
(Previously Siemens, USFilter, and Davis Water & Waste Ind., Inc.)

District Manager 2014 – present
Responsible for leading sales team for sales of Company products and services in the Southeastern United States.

Technical Sales Representative 2003 – 2014
Technical sales and account manager responsible for technical evaluation, application design, sales, and account management for selected accounts in Western Florida. Responsible for helping Evoqua customers to identify the cause of odor and corrosion problems, design the appropriate solution and implement the best overall solution or program. Effectively team with Evoqua customers to comprehensively serve their needs

Technical Sales Manager (Product Manager) 1996 – 2003
Responsible for directing sales, sales support, and product engineering for US Filter odor control products and related product lines.

Technical Service Manager 1994 - 1996
Directed project engineering and technical sales support associated with individual odor control projects

Project Engineer 1992 - 1994
Engineered, managed and provided sales support for individual odor control projects.

Co-Op Engineer 1990 - 1992
Performed various engineering activities related to product development and production.

ROLES AND DUTIES IN PROVIDING SERVICE TO LEE COUNTY

Mr. Harshman has thirty (30) years of odor and corrosion control experience and is widely recognized as an industry expert. Mr. Harshman is fully aware of the requirements of the Lee County Odor and Corrosion Control project, and will serve as support to Mr. Maltby on an as needed basis.

CONTACT INFORMATION

Evoqua Water Technologies
2650 Tallevast Road
Sarasota, FL 34243

Phone: (941) 928-0453 Email: James.V.Harshman@evoqua.com

BIOGRAPHY

NAME: David L Morano
EDUCATION: B.S., MIS
University of South Florida - Tampa, FL

PROFESSIONAL EXPERIENCE

Evoqua Water Technologies LLC – Sarasota, FL

Sales Support Manager 2013 to Present
Bid, contract, proposal process management for Municipal Services business group.

Odor Control Product Manager 2003 to 2013
Management of products including but not limited to Bioxide, Odophos, Bioxide Plus 71 and other liquid phase odor control products.

Project Manager 2000 to 2003
Management of full service odor control contracts. Assisted in development of biofiltration product line (ZABOCS).

Technical Services Specialist 1992 to 2000
Management of projects including but not limited to the development of Bioxide AQ®. Managed IS operations across the warehouses and was the LAN/WAN manager. Implemented RRM, an enterprise based software for manufacturing and inventory control.

Technical Services / Lab Technician 1990 to 1992
Assisted in application development of Bioxide®. Responsibilities included optimization of a variety of odor control systems all over the country. Performed laboratory analyses.

Patents:

US Patents #7,087,182, #7,138,049, #7,186,341, #7,285,207, and foreign patents: Methods and Apparatus for Reducing Nitrate Demands in the Reduction of Dissolved and/or Atmospheric Sulfides in Wastewater and related. 2006-2010. Coinventor with Hunniford and Harshman.

US Patent # 7,905,245: Dosing control system and method. 2011. Coinventor with McQuade

ROLES AND DUTIES IN PROVIDING SERVICE TO LEE COUNTY

Mr. Morano has 29 years of experience with odor and corrosion control products, including liquid and vapor phase technologies. As Sales Support Manager, Mr. Morano will be responsible for coordinating any contractual items with the county as well as serve as direct support to Mr. Maltby.

CONTACT INFORMATION

Evoqua Water Technologies
2650 Tallevast Road
Sarasota, FL 34243

Phone: (941) 359-7910 Email: david.morano@evoqua.com

BIOGRAPHY

NAME:

Elsa Wright

EDUCATION:

B.S., Chemical Engineering
University of South Florida, Tampa, FL

PROFESSIONAL EXPERIENCE

Evoqua Water Technologies – Sarasota, FL

Applications Engineer

2015 - Present

Applications Engineer for Florida and Southern Georgia for liquid phase, vapor phase odor control products and FOG technologies. Direct responsibility for Applications in Florida. Design, cost, and implement odor, corrosion and FOG control systems and full service odor control programs. Hands on field knowledge with all products and troubleshooting experience.

Dow Chemical – Plaquemine, LA

Process Automation Intern

2014 – 2014

Optimized a method to sort through historical programmable logic controller data to identify key inputs and outputs required for plant upgrade. Developed a training tool for incoming technicians and engineers that identified unit operation processes that occurred in manual and automatic mode. Mentored with plant operators to gain in depth understanding of unit operations and plant knowledge.

Culture Fuels – Lakeland, FL

Performance Analyzer

2013-2014

Performed quality control testing on reactor prototypes, troubleshooting when necessary to offset any design flaws. Documented reaction curves of large scale, pure bacterial growth observed under numerous conditions; used this data to determine the optimal reaction conditions. Kept detailed expense reports of project costs and reordered supplies as necessary. Sterilized spent reactor media for safe disposal.

ROLES AND DUTIES IN PROVIDING SERVICE TO LEE COUNTY

Ms. Wright has worked with Evoqua for nearly 2 years, with 3 years of engineering experience overall. Ms. Wright will work directly with Mr. Maltby to design new systems and select appropriate technologies for any new odor control site proposed to Lee County. Furthermore, Ms. Wright shall analyze data and work with our local Field Service Engineer and Technicians to assure that all existing systems are fully optimized.

CONTACT INFORMATION

Evoqua Water Technologies
2650 Tallevast Road
Sarasota, FL 34243

Phone: (941) 359-7912 Email: Elsa.Wright@evoqua.com

BIOGRAPHY

NAME: Ryan Hansen

EDUCATION: New England Technical Institute
Residential, Commercial and Industrial Electricity
New Britain, CT

PROFESSIONAL EXPERIENCE

Evoqua Water Technologies - Sarasota, FL

Branch Manager

2015 – Present

Responsible for independently managing the administrative and technical functions associated with the operation of the Sarasota Municipal Services Branch of Evoqua Water Technologies. Management of all field service activities for full service odor control customers within the State of Florida.

Field Service Technician

2011 – 2015

Responsible for the startup and installation of chemical feed and vapor phase odor control equipment. Extensive experience trouble shooting odor control equipment including chemical feed, bio-filter, and bio-trickling filter systems.

A & G Electrical Technologies

Jobsite Superintendent

2010 – 2011

Responsible for a crew of electricians, of up to 30 people, to install the electric for the St. Leo College School of Business Building in San Antonio, Florida. Ordered materials, scheduled manpower and oversaw all work activities from the ground up to completion of this four story building valued at over \$1 million dollars for the electric portion.

Hansen Electric Incorporated

Owner/CEO

2008 – 2010

Managed daily operations of electrical contracting business doing work for Residential and Commercial customers. Ordered materials, installed electrical components, dealt with customers and any other task necessary to successfully run my own business.

ROLES AND DUTIES IN PROVIDING SERVICE TO LEE COUNTY

Mr. Hansen has been with the company for 6 years. Mr. Hansen will coordinate all odor control chemical feed system installations with the Installation Technician Specialist, as well as oversee the day to day operations of the Field Service Engineer and Technicians.

CONTACT INFORMATION

Evoqua Water Technologies
2650 Tallevast Road
Sarasota, FL 34243

Phone: (941) 359-7942 Email: Ryan.Hansen@evoqua.com

BIOGRAPHY

NAME: Vincent Barrett
CURRENT POSITION: Field Service Technician
EDUCATION: Warren County Career Center
Lebanon High School, Ohio

PROFESSIONAL EXPERIENCE

Evoqua Water Technologies - Sarasota, FL

Field Service Technician

2016 – Present

Responsible for monthly site visits to check equipment and monitor its performance. Conduct testing of wastewater samples to evaluate chemical feed system efficiency. Daily monitoring of the Link2Site system. Extensive experience trouble shooting and maintaining odor control equipment including chemical feed, bio-filter, and bio-trickling filter systems.

Warren County – Lebanon, Ohio

Package Plant Operator 3

2009-2015

Ran day to day operations in a wastewater plant. Completed any service necessary to continue normal plant operations. Completed EPA reporting on package plants. Operated VAC/Jet truck to clean sewer system. Maintained clean and safe working environment.

City of Lebanon- Lebanon, Ohio

Wastewater Technician II

2005-2009

Completed plant wide inspections to ensure plant equipment operating correctly. Completed sampling and lab testing for substances sent to EPA. Operated filter press, VAC truck, camera truck and various other equipment used to maintain sewer system. Completed and maintained logs and records.

ROLES AND DUTIES IN PROVIDING SERVICE TO LEE COUNTY

Mr. Barrett has been an Evoqua Technician for 2 years. Mr. Barrett will be responsible for the day to day operations of the program, including all required sampling and data collection, feed rate optimization and maintenance.

CONTACT INFORMATION

Evoqua Water Technologies
2650 Tallevast Road
Sarasota, FL 34243

Phone: (941) 586-0951 Email: vincent.barrett@evoqua.com

BIOGRAPHY

NAME: Nicholas Pariseau
CURRENT POSITION: Installation Field Service Technician
EDUCATION: B.S., Marketing
University of Central Florida, 2010

PROFESSIONAL EXPERIENCE

Evoqua Water Technologies - Sarasota, FL

Installation Specialist

2017 – Present

Responsible for the startup and installation of chemical feed and vapor phase odor control equipment. Experience trouble shooting odor control equipment including chemical feed, bio-filter, and bio-trickling filter systems. Installs required plumbing and electrical equipment necessary for unit operations.

Suncoast Pebbletec - Sarasota, FL

Finishing Crew Supervisor

2010 – 2017

Responsible for overseeing completion of work to industry standards. Experience in plumbing, concrete finishing, reading design plans and building to specification. Familiarity with hazardous materials and OSHA safety guidelines.

ROLES AND DUTIES IN PROVIDING SERVICE TO LEE COUNTY

Mr. Pariseau has been an Evoqua Technician for 1 year, installing, maintaining and optimizing performance of odor control systems. As the Installation Specialist, Mr. Pariseau shall install all newly proposed liquid phase systems and respond to unscheduled equipment service/repair issues, and perform basic survey checks to verify correct chemical feed rates.

CONTACT INFORMATION

Evoqua Water Technologies
2650 Tallevast Road
Sarasota, FL 34243

Phone: (941) 544-7040 Email: nicholas.pariseau@evoqua.com



TAB 5: Project Approach

1. Odor Control Process

Evoqua offers the following vapor-phase technologies for odor control. Please note the following regarding Evoqua's odor control products;

- Evoqua is the only company with MIDAS® OCM, an ultra-high capacity activated carbon for sulfide and odor control.

Vapor Phase Odor Control Technologies

- BIOFILTERS
- BIO-TRICKLING FILTERS
- CARBON ADSORPTION SYSTEMS

Remote Monitoring Services

- VAPORLINK®
- LINK2SITE®

2. Corrosion Control Process

Evoqua has successfully provided Lee County and numerous other municipalities and industries with odor/corrosion control products and services for more than 35 years. Evoqua's line of odor / corrosion control processes have expanded over that time to include those listed below. Please note the following regarding Evoqua's corrosion control processes;

- Evoqua possesses the most comprehensive and complete selection of odor and corrosion control technologies available. All technologies and products are provided and manufactured by Evoqua directly, eliminating any bias for or against technologies or approaches that may involve "outside" firms or sub-contractors.
- Evoqua is the only company that can offer the proprietary Bioxide® Plus 71 process for application of nitrate salts. Nitrate application is the County's preferred non-hazardous, liquid-phase technology

Liquid Phase Odor/ Corrosion Control Technologies

- BIOXIDE®
- BIOXIDE® PLUS 71
- ALKAGEN® AQ
- IRON SALTS (ODOPHOS® / ODOPHOS® PLUS)
- HYDROGEN PEROXIDE / PRI-SC™ PEROXIDE
- VX-456®
- SODIUM HYDROXIDE (CAUSTIC SODA)
- TEXTONE® L

Chemical Dosing Equipment

- DUPLEX SYSTEM
- VERSADOSE®



3. Project Approach and Service Plan

i. Overview

Evoqua is proposing a full service plan for Lee County. The scope of this plan encompasses furnishing and installing chemical storage and feed systems, vapor phase odor control systems and FOG control equipment; provision of advanced dosing controllers and remote monitoring technology where appropriate; selection of the most appropriate technology for each specific application; plus the supply, delivery, weekly testing, reporting and inventory control of treatment products.

Odor Complaint Response – Evoqua shall respond to odor complaints within one hour of being notified of any odor complaints or odor control equipment failures.

Resident Complaint Interface – Evoqua has experience in this area and will actively interface with residents at the request of the Lee County.

Equipment Repair and Maintenance – Regular equipment maintenance includes the replacement of parts designed to wear out such as tubing, filters, belts, diaphragms, filters, control elements, some electrical components.

Feed and Equipment Optimization – Reducing odor control dose rates in response to measured chemical residuals at control points or increasing dose as a result of odor complaints or the detection of dissolved sulfides at the sample point are part of the constant procedure of optimization.

ii. Routine Service and Sampling

Evoqua Water Technologies shall visit each odor control system as often as necessary to maintain acceptable operation and to meet the odor control goals defined by the County. This shall not be less than once per month. Key / sensitive odor control locations will be monitored continuously 24 hours per day with VaporLink® Technology, and shall be made accessible via the Internet through Link2Site®.

At each visit, Evoqua performs the following tasks at a minimum.

- Measure and record inlet and outlet H₂S and/or NH₃ levels as appropriate per vapor phase odor control installation. Troubleshoot system as necessary to correct high discharge levels. (if applicable)
- Measure and record dissolved sulfides, H₂S, Nitrates, pH and temperature as appropriate at each control point for liquid phase odor control systems. Adjust dosing profile as necessary to meet performance objectives.
- Inspect and record scrubber and biofilter make-up water flow rate. Adjust as necessary.
- Inspect chemical feed line wye strainers. Clean as necessary.
- Visually inspect biofilter media, spray nozzles. Perform cleaning procedure(s) as necessary.
- Inspect all pumps and blower(s) for leaks and vibration. Correct as necessary.
- Check calibration of chemical feed pumps, advanced dosing controllers, and H₂S Monitors to assure proper dosing.
- Perform any other tasks/repairs necessary to maintain/achieve proper operation of the systems.
- Record percentage of FOG coverage for any FOG Control application and take site photos.
- In addition to the tasks described above, any and all calibration, lubrication, or other maintenance shall be performed in accordance with the methods and frequency specified by the Equipment Manufacturer.



iii. Reporting

Monthly reporting is a key factor in a successful odor control program. Reports not only provide a document of accountability for vendor performance, but also serve as a historical record of the program against which future decisions and actions can be taken. Service reports shall contain the sections as seen in the example monthly report from Sarasota County in Tab 5 section 4.

iv. Training

Evoqua Water Technologies will conduct the following training seminars with Lee County at the periodicities stated:

- Introductory organizational seminar regarding services and staff members within thirty (30) days after contract award.
- Yearly workshop for County employees describing the latest technologies in odor and corrosion control.
- Safety seminar every twelve (12) months to select County Employees describing all safety precautions necessary for odor and corrosion control chemicals that are in use, as well as provide up to date SDS for all those chemicals.

v. Support Services

Administrative Support Services

The support services included in this component of the full service program include billing, chemical delivery scheduling, inventory management, engineered odor control services & equipment design, and system survey coordination.



4. Sample Report

September 21, 2017

Mr. David Sell
Sarasota County Utilities
1001 Sarasota Center Blvd.
Sarasota, Florida 34240
E-mail: dsell@scgov.net

Re: **Odor & Corrosion Control Program Report**
August 2017

Dear David:

Evoqua values your business and we thank you for the opportunity to assist Sarasota County with addressing wastewater odor and corrosion issues. For your review, the following is our report which summarizes the program for the month of August 2017.

We analyze all odor and corrosion control points in your system once per month. Attached you will find complete data tables showing all data collected during the month.

Control Point Evaluation – “Exception Report”

Atlantic (North County) Area:

LINWOOD

On August 10th, the biofilter outlet was 0 ppm vs. a target of <1. The system is performing in accordance to the design criteria. Evoqua will continue to monitor as required.

LONGWOOD RUN

On August 8th, the biofilter outlet was 0 ppm vs. a target of <1. The system is performing in accordance to the design criteria. Evoqua will continue to monitor as required.

HOME DEPOT

On August 10th, the biofilter outlet was 0 ppm vs. a target of <1. The system is performing in accordance to the design criteria. Evoqua will continue to monitor as required.



WENDELL KENT

On August 17th, the biofilter outlet was 0 ppm vs. a target of <1. The system is performing in accordance to the design criteria. Evoqua will continue to monitor as required.

HERITAGE OAKS

On August 15th, the biofilter outlet was 0 ppm vs. a target of <1. The system is performing in accordance to the design criteria. Evoqua will continue to monitor as required.

SIESTA KEY

On August 29th, the biofilter outlet was 0 ppm vs a target of <1. The system is performing in accordance to the design criteria. Evoqua will continue to monitor as required.

FRUITVILLE MASTER LS

On August 17th, the biofilter outlet was 0 ppm vs a target of <1. The system is performing in accordance to the design criteria. Evoqua will continue to monitor as required.

WOODLAND PARK

On August 10th, the biofilter outlet was 0 ppm vs a target of <1. The system is performing in accordance to the design criteria. Evoqua will continue to monitor as required.

BEE RIDGE

On August 15th, the biofilter outlet was 0 ppm vs. a target of <1. The system is performing in accordance to the design criteria. Evoqua will continue to monitor as required.

N. CATTLEMAN

On August 17th, the biofilter outlet was 0 ppm vs. a target of <1. The system is performing in accordance to the design criteria. Evoqua will continue to monitor as required.

BROOKHAVEN

On August 15th, the biofilter outlet was 0 ppm vs. a target of <1. The system is performing in accordance to the design criteria. Evoqua will continue to monitor as required.

BENT TREE

On August 15th, the biofilter outlet was 0 ppm vs. a target of <1. The system is performing in accordance to the design criteria. Evoqua will continue to monitor as required.



Southgate Area:

SOUTHGATE

On August 15th, the biofilter outlet was 100 ppm vs. a target of <1. The system is not performing in accordance to the design criteria. Evoqua will continue to monitor as required. Loadings have been higher due to flow change and Evoqua is evaluating unit size.

Central County Area:

CCU MASTER

On August 29th, the biofilter outlet was 0 ppm vs. a target of <1. The system is performing in accordance to the design criteria. Evoqua will continue to monitor as required.

CCU HEADWORKS

On August 29th, the biofilter outlet was 5 ppm vs. a target of <1. The system is not performing in accordance to the design criteria. Evoqua will continue to monitor as required. A water adjustment was made.

LS 25

On August 29th, the biofilter outlet was 1 ppm vs. a target of <1. The system is not performing in accordance to the design criteria. Evoqua will continue to monitor as required. A timer adjustment was made to take care of the break through. Unit was re-acclimated on return trip.

Gulfgate Area:

GULFGATE

On August 8th, the biofilter outlet was 0 ppm vs. a target of <1. The system is performing in accordance to design criteria. Evoqua will continue to monitor as required.

Venice/South County Area:

PUBLIX

On August 29th, the biofilter outlet was 0 ppm vs a target of <1. The system is performing in accordance to the design criteria. Evoqua will continue to monitor as required.

INDIAN HILLS

On August 8th, the biofilter outlet was 0 ppm vs. a target of <1. The system is performing in accordance to the design criteria. Evoqua will continue to monitor as required.

BAYVIEW

On August 29th, the biofilter outlet was 0 ppm vs. a target of <1. The system is performing in accordance to the design criteria. Evoqua will continue to monitor as required.



Thanks again for your business, David, and please let us know if there is any way that we can improve our service. If you have any questions or comments, please contact me at 941-5868813.
Sincerely,

Charles Maltby
Evoqua Water Technologies LLC

cc: Ryan Hansen, Evoqua

Site Performance Report

08/01/2017 through 08/31/2017

SARASOTA, COUNTY OF

	CCU HEADWORKS INSIDE	7905 McIntosh Rd	Sarasota, FL 34238-5678	Latitude: 27.241001	Longitude: -82.473838	
	LINWOOD MLS	2195 Unwood Dr	Sarasota, FL 34232	Latitude: 27.31373	Longitude: -82.46913	
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)	Comments
Chemical Tank	Alk Aquit 25	08/10/2017	1:15 PM	200	5973	
	LINWOOD WW (Feed Site: LINWOOD MLS)	2195 Unwood Dr	Sarasota, FL 34232	Latitude:		
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S In Air (ppm)
Sample Point	08/10/2017	3:30 PM	8.67	31.3	10	40
	MONICA PS	3772 MONICA PKWY	SARASOTA, FL 34235	Latitude: 27.35798	Longitude: -82.49775	
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)	Comments
Chemical Tank	Alk Aquit 25	08/15/2017	10:30 AM	100	1935	
	MONICA WW (Feed Site: MONICA PS)	3772 Monica Parkway	Sarasota, FL	Latitude:		
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S In Air (ppm)
Sample Point	08/15/2017	10:30 AM	8.29	32.4	8	25
	SIESTA KEY WWTP	5200 Oakmont Pl	Sarasota, FL 34242	Latitude: 27.276627	Longitude: -82.55082	
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)	Comments
Chemical Tank	Alk Aquit 25	08/29/2017	4:15 PM	250	4380	
	SIESTA KEY IIW SP (Feed Site: SIESTA KEY WWTP)	5200 Oakmont Pl	Sarasota, FL 34242-1450	Latitude:		



Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S in Air (ppm)	Comments
Sample Point	08/29/2017	4:30 PM	8.6	31.3	10	5	

25 (RTU #0475)			2350 Tamiami Trl N			Nokomis, FL 34275			Latitude: 27.15761		Longitude: -82.46997		
Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	System Appearance	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	987654	08/29/2017	5:10 PM	20	2.15	2	1600	8	559	good	120	1	99

Comments:

BAYVIEW MASTER LS 532				1001 Bayview Dr			Nokomis, FL 34275 2246			Latitude: 27.13762		Longitude: -82.43676	
Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	System Appearance	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	142912	08/29/2017	4:20 PM	20	2.05	5	900	10	491	good	80	0	100

Comments:

BEE RIDGE		4001 Iona Rd		Sarasota, FL 34240-8416		Latitude: 27.302182 Longitude: -82.395957							
Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	System Appearance	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	BR BTF 3 towers	08/15/2017	4:40 PM	20	1.90	2	500	18	884	Good	900	0	100

Comments:

BENT TREE		7275 Bee Ridge Rd		Sarasota, FL 34241			Latitude: 27.29788 Longitude: -82.41912						
Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	System Appearance	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	TBD	08/15/2017	3:45 PM	10	1.57	3	3000	6	589	Good	60	0	100

Comments:

BROOKHAVEN		1823 Brookhaven Dr			Sarasota, FL 34239			Latitude: 27.317886		Longitude: -85.502423			
Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	System Appearance	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	1	08/15/2017	12:15 PM	20	2.50	7	350	6	69	Good	30	0	100

Comments:

CCU HEADWORKS INSIDE		7905 McIntosh Rd		Sarasota, FL 34238 5678		Latitude: 27.241001 Longitude: -82.473838	
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Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	System Appearance	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	00	08/29/2017	2:30 PM	20	2.1	5	1060	8	370	Good	70	5	93

Comments:

CCU MASTER 7905 McIntosh Rd Sarasota, FL 34238-5678 Latitude: 27.23708 Longitude: -82.475

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	System Appearance	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	4500270302	08/29/2017	2:00 PM	290	3.4	10	1000	18	1767	Good	50	0	100

Comments:

GULF GATE MLS 7302 Bounty Dr Sarasota, FL 34231-2427 Latitude: 27.25081 Longitude: -82.50483

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	System Appearance	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	4500274250	08/08/2017	11:20 AM	20	0	0	0	6	0	Good	0	0	100

Comments: System not running-New VFD on order

HERITAGE OAKS PS 4414 Bee Ridge Rd Sarasota, FL 34233-2502 Latitude: 27.278415 Longitude: -82.405903

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	System Appearance	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	M27336	08/15/2017	5:20 PM	20	1.98	7	1000	8	349	Good	10	0	100

Comments:

HOME DEPOT MASTER LS 087 4109 Cattleman Rd Sarasota, FL 34233 Latitude: 27.29488 Longitude: -82.45142

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	System Appearance	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	119960	08/10/2017	3:00 PM	20	2.25	5	800	8	279	Good	60	0	100

Comments:

INDIAN HILLS 824 1110 Indian Hills Blvd Venice, FL 34293 Latitude: 27.07239 Longitude: -82.38155

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	System Appearance	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	87958018	08/09/2017	1:15 PM	20	2.41	5	1620	6	318	Good	20	0	100

Comments: Changed blower belt

LINWOOD MLS 2195 Linwood Dr Sarasota, FL 34232 Latitude: 27.31373 Longitude: -82.46913



eVOQUA

WATER TECHNOLOGIES

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	System Appearance	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	120861	08/10/2017	12:45 PM	20	2.10	5	390	8	136	Good	40	0	100

Comments:

📍 LONGWOOD RUN PS 6050 Longwood Run Blvd Sarasota, FL 34243-5245 Latitude: 27.386065 Longitude: -82.480718

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	System Appearance	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	XXXXXXXXXX	08/08/2017	3:15 PM	20	1.95	8	1750	6	344	Good	50	0	100

Comments:

📍 MASTER LS 1616 Wendell Kent Rd Sarasota, FL 34240-9406 Latitude: 27.35704 Longitude: -82.445499

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	System Appearance	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	142844 tag#	08/17/2017	4:00 PM	100	2.09	5	2900	8	1017	Good	150	0	100

Comments:

📍 N. CATTLEMAN LS 298 N. CATTLEMAN RD SARASOTA, FL 34243 Latitude: 27.38126 Longitude: -82.45347

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	System Appearance	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	123	08/17/2017	12:00 PM	20	2.62	0	1930	6	379	Good	5	0	100

Comments:

📍 PURLIX LS 4173 U.S.41 VENICE, FL 34293 Latitude: 27.051224 Longitude: -82.393199

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	System Appearance	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	121859	08/29/2017	1:00 PM	20	2.0	5	800	6	157	Good	70	0	100

Comments:

📍 SG MASTER 3209 Pine Valley Dr Sarasota, FL 34239-4330 Latitude: 27.31503 Longitude: -82.50576

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	System Appearance	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	42374002	08/15/2017	1:35 PM	20	1.92	2	1500	6	295	Good	400	100	75

Comments:

📍 STICKNEY POINT MLS 6416 MIDNIGHT PASS RD. SIESTA KEY, FL 34242 Latitude: 27.25257 Longitude: -82.535605

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (inches)	Air flow (cfm)	System Appearance	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	1234567	08/29/2017	3:30 PM	10	2.1	2	520	4	45	Good	10	0	100

Comments:

✦ VENICE GARDENS 355-399 VENICE EAST BLVD. SARASOTA, FL 34238 Latitude: 27.060512 Longitude: -82.3796

✦ WENDELL KENT (AKA MLS 3) (LS 192-0173) LAKEWOOD RANCH EXTENTION SARASOTA, FL 34240 Latitude: 27.35825 Longitude: -82.43195

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (inches)	Air flow (cfm)	System Appearance	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	1920173	08/17/2017	2:00 PM	100	0	0	0	0	0	Good	0	0	100

Comments: VFD overheating and shutting off. Bypassed VFD to keep BTF running.

✦ WOODLAND PARK PS 4051 Woodview Dr Sarasota, FL 34232-2557 Latitude: 27.328835 Longitude: -82.487842

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (inches)	Air flow (cfm)	System Appearance	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	12345678	08/10/2017	12:15 PM	10	2.04	5	2000	4	175	Good	10	0	100

Comments:

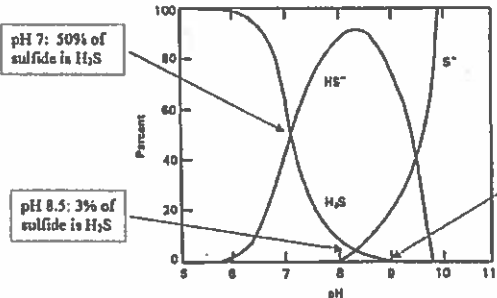
✦ PINE TERRACE VAC STATION 2380 Pine Ter Sarasota, FL 34231-4434 Latitude: 27.289654 Longitude: -82.522536

Equipment Type	Equipment ID	Date	Time	Air flow (cfm)	System Appearance	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)
Carbon Scrubber	01	08/29/2017	5:44 PM	236	good	10	0

✦ SEAGATE LS 2564 Gulf Gate Dr Sarasota, FL 34231 Latitude: 27.25852 Longitude: -82.51024

Equipment Type	Equipment ID	Date	Time	Air flow (cfm)	System Appearance	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)
Carbon Scrubber	0	08/08/2017	10:45 AM	0	Good	0	0

5. List of Products to be used

Bioxide	Sulfide Prevention: $6 \text{ NO}_3 + 5 \text{ CH}_3\text{OH} \rightarrow 5 \text{ CO}_2 + 3 \text{ N}_2 + 7 \text{ H}_2\text{O} + 6 \text{ OH}$ (Methanol used to represent a generic carbon source) Sulfide Removal: $8 \text{ NO}_3 + 5 \text{ H}_2\text{S} \rightarrow 5 \text{ SO}_4^{2-} + 4 \text{ N}_2 + 4 \text{ H}_2\text{O} + 2 \text{ H}^+$
Bioxide Plus 71	combines the above Bioxide Process with a chemical oxidizer. Chlorite Oxidation: $2 \text{ H}_2\text{S} + \text{NaClO}_2 \rightarrow 2 \text{ S} + \text{NaCl} + 2 \text{ H}_2\text{O}$
Odophos, Ferric Sulfate & Odophos Plus	Ferrous Sulfate: $\text{H}_2\text{S} + \text{FeSO}_4 \rightarrow \text{FeS} + \text{H}_2\text{SO}_4$ Ferric Sulfate: $3 \text{ H}_2\text{S} + \text{Fe}_2(\text{SO}_4)_3 \rightarrow 2 \text{ S} + \text{FeS} + 3 \text{ H}_2\text{SO}_4$
PRI-SC	Step 1: $2 \text{ Fe}^{2+} + 2 \text{ S}^{2-} \rightarrow 2 \text{ FeS}$ Step 2: $2 \text{ FeS} + 3 \text{ H}_2\text{O}_2 \rightarrow 2 \text{ S}_0 + 2 \text{ Fe}(\text{OH})_3$ Step 3: $2 \text{ Fe}(\text{OH})_3 + 3 \text{ H}_2\text{S} \rightarrow \text{S}_0 + 2 \text{ FeS} + 6 \text{ H}_2\text{O}_2$
Hydrogen Peroxide	$\text{H}_2\text{O}_2 + \text{H}_2\text{S} \rightarrow \text{S} + 2 \text{ H}_2\text{O}$
VX-456, Textone L, and Aktivox	$2 \text{ H}_2\text{S} + \text{NaClO}_2 \rightarrow 2 \text{ S} + \text{NaCl} + 2 \text{ H}_2\text{O}$
AQUIT®, Alkagen AQ® & Alkagen	AQUIT $\text{SO}_4^{2-} + 4 \text{ CH}_3\text{OH} \xrightarrow{\text{XXX}} \text{S}^{2-} + 4 \text{ H}_2\text{O} + 2 \text{ CH}_4 + 2 \text{ CO}_2$ (Methanol used to represent a generic carbon source)  pH 7: 50% of sulfide is H_2S pH 8.5: 3% of sulfide is H_2S pH 9: < 1% of sulfide is H_2S
Biofilters & Bio trickling filters	$\text{H}_2\text{S} + 2 \text{ O}_2 \rightarrow \text{H}_2\text{SO}_4$



6. Safety Plan to Control the Environment

The following is a summary of Evoqua's safety plan to control the environment.

Evoqua is committed to conducting business in a manner that protects the safety and health of employees, as well as the environment, others involved in its operations, its customers, and the public. This commitment requires compliance with all applicable laws and regulations, facilities that are designed and operated to high standards, and systematic identification and management of safety, health and environmental risks.

To achieve these goals, Evoqua has adopted the Loss Prevention System (LPS) as our corporate safety system.

Loss Prevention System (LPS) is a set of tools that help identify and eliminate the factors and behaviors that lead to loss. Losses include injuries, property damage, notices of violation (NOVs), and operational inefficiencies. So even though our focus is on safety, LPS can help reduce losses in other areas as well.

The goal of LPS is to prevent or reduce the occurrence of seven types of incidents.

- Personal injuries (defined as occupational injuries and illnesses).
- Equipment or property damage
- Environmental releases.
- Regulatory violations.
- Operational or system inefficiencies.
- Motor vehicle accidents.
- Near losses

Safety Training – Training is a key pillar within Evoqua's Safety Program; training raises awareness and is reflected in behavior. Training profiles are created for each job classification based upon hazard exposure present in the work area(s). Employees that have not completed training are not authorized to work in the department or area until the training has been completed. A few examples of the training required to support this project includes:

- Hazard Communication
- The Control of Hazardous Energy (Lockout / Tagout)
- Personal Protective Equipment
- Confined Spaces

Safety Audits/Inspections – Equipment safety audits are conducted on a routine basis with the periodicity depending on the equipment being inspected. Specific equipment inspections that are conducted include but are not limited to:

- Chemical storage tank inspection
- Ladder inspections
- Fire extinguisher inspections



TAB 6: References

1. The Loxahatchee River Environmental Control District, FL
Contact: Mr. Waldo Cruz, Director of Operations
Phone: (561) 747-5700 Ext. 121
Email: waldo.cruz@lrecd.org
Personnel: Charles Maltby, Project Manager (also listed in Tab 4)
Vaughan Harshman, P.E., District Manager (also listed in Tab 4) Ryan Hansen, Service Manager (also listed in Tab 4), Elsa Wright, Application Engineer (also listed in Tab 4), Numerous technical and administrative support staff
Length of Contract Term: August 2000-Present
Description of services provided: 3 Bioxide® feed locations, 2 Alka-Aquit25® systems, 9 vapor phase units. A comprehensive service contract covers all locations.
2. Collier County, Florida
Contact: Mr. Johnny Arteaga, Odor Control Specialist
Phone: (239) 597 5355
Email: juanarteaga@colliergov.net
Personnel: Charles Maltby, Project Manager (also listed in Tab 4)
Vaughan Harshman, P.E., District Manager (also listed in Tab 4), Ryan Hansen, Service Manager (also listed in Tab 4), Elsa Wright, Application Engineer (also listed in Tab 4), Numerous technical and administrative support staff
Length of Contract Term: October 2003-Present
Description of services provided: 12 Bioxide® Plus 71 feed locations, one Activox feed location. A comprehensive service contract covers all locations.
3. Sarasota County, FL
Contact Mr. Michael Mylett, Utilities Operations Manager
Phone (941) 812-6720
E mail: mmylett@scgov.net
Personnel: Charles Maltby, Project Manager
Vaughan Harshman, P.E., District Manager (also listed in Tab 4), Ryan Hansen, Service Manager (also listed in Tab 4), Elsa Wright, Application Engineer (also listed in Tab 4), Numerous technical and administrative support staff
Length of Contract Term: January 2015-Present
Description of services provided: 3 AlkaGen 25® feed locations, 27 vapor phase units. A comprehensive service contract covers all locations



TAB 7: Required Forms

MAY 2 1 2018

**AGREEMENT FOR
Annual – Odor Control & Corrosion Services**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Evoqua Water Technologies, LLC, a Delaware limited liability company authorized to do business in the State of Florida, whose address is 210 Sixth Avenue, Suite 3300, Pittsburg, PA 15222, and whose federal tax identification number is 80-0909020, hereinafter referred to as "Vendor."

WITNESSETH

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

WHEREAS, the County issued Solicitation No. RFP170384ANB on October 6, 2017; and,

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

WHEREAS, the County posted a Notice of Intended Decision on January 11, 2018; and,

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

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

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Specifications attached hereto and incorporated herein as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP170384ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue for three (3) years with the

option of renewal for three (3) additional one (1)-year periods upon the mutual written agreement of both parties.

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

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to Solicitation No. RFP170384ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

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

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

V. ADDITIONAL PURCHASES

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

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

VI. LIABILITY OF VENDOR

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

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance

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

VIII. RESPONSIBILITIES OF THE VENDOR

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

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

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

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

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.

- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

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

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

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

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

XV. VENDOR WARRANTY

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

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Charles Maltby

Title: Project Manager

Address: 2650 Tallevast Road
Sarasota, FL 34243

Telephone: 941-586-8813

Facsimile: 941-359-7985

E-mail: Charles.Maltby@evoqua.com

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement
2. County's Purchase Order
3. Solicitation No. RFP170384ANB
4. Vendor's Submittal in Response to Solicitation No. RFP170384ANB

[The remainder of this page intentionally left blank.]

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

WITNESS:

EVOQUA WATER TECHNOLOGIES, LLC

Signed By: See Attached Officer's Certificate

Signed By: [Signature]

Print Name: _____

Print Name: Jennifer R. Miller

Title: V.P. & G.M.

Date: 3/7/18

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 5-14-18

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

Commissioner Cecil L. Pendergrass
Lee County Board of County Commissioners
District 2

BY: [Signature]
DEPUTY CLERK



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

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY



EVOQUA WATER TECHNOLOGIES LLC

OFFICER'S CERTIFICATE

I, Karissa Varner, Assistant Secretary of Evoqua Water Technologies LLC, a Delaware limited liability company (the "Company"), do hereby certify on behalf of the Company that Jennifer R. Miller is Vice President and General Manager of the WT Municipal Services Sub-segment of the Company, and that in such capacity, Ms. Miller has full power and authority to execute and deliver the Company's bid and all related ancillary agreements in connection with the supply of Full Service Odor Control to Lee County Board of County Commissioners in Fort Myers, Florida.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 7th day of November 2017.




Karissa Varner
Assistant Secretary

EXHIBIT A SPECIFICATIONS

GENERAL SCOPE OF PROJECT

The Vendor shall provide the necessary personnel, equipment, materials, supplies, transportation, services and otherwise do all things necessary to provide comprehensive odor and corrosion control to minimize corrosion effects on the County's wastewater infrastructure and to address nuisance odors in the system. In full accordance with the Detailed Specifications Section of Solicitation No. RFP170384ANB, incorporated by reference as if attached hereto, the Vendor shall provide specific odor/corrosion treatment, shall identify related wastewater treatment plant issues/costs, shall install necessary monitoring equipment, and shall establish objectives and monitoring programs for odor/corrosion control treatment.

CONTROL REQUIREMENTS

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

Table 1.

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

PREVENTATIVE MAINTENANCE

The Odor and Corrosion Control Program includes routine and emergency service. The Vendor's service technician shall visit the site as needed (minimum of once per month) to perform routine

EXHIBIT A SPECIFICATIONS

maintenance on equipment, optimize chemical dosing, conduct compliance sampling and provide a written report monthly. On-site routine maintenance service shall include the following:

1. Check the equipment for proper operation
2. Perform compliance sampling at the control points
3. Perform scheduled preventative maintenance on equipment.
4. Submit a written report outlining services and observations during the routine service visit.

MONITORING SERVICE

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

Analytical methods shall include the following:

Parameter	Procedure
Liquid Phase Monitoring	
Total Sulfide	Std. Methods 4500-S2- D. Methylene Blue
Dissolved Sulfide	Std. Methods 4500-S2- using pre-flocculation to remove insoluble sulfides
pH	Combination glass electrode
Temperature	NIST calibrated thermometer
Vapor Phase Monitoring	
H ₂ S, ppm	App-Tek Vaporlink (monitor / datalogger) / App-Tek OdaLog

COLLECTION SYSTEM CHANGES

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

EXHIBIT B FEE SCHEDULE

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

CHEMICAL/BIOLOGICAL PRODUCTS			
<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
1	Bioxide	Gallon	\$2.40
2	Bioxide Plus 7l	Gallon	\$3.55
3	Bioxide AE	Gallon	\$2.77
4	Odophos	Gallon	\$0.78
5	Odophos Plus	Gallon	\$1.43
6	Ferric Sulfate (9%)	Gallon	\$1.46
7	PRI-SC Odophos	Gallon	\$0.90
8	PRI-SC Odophos Plus	Gallon	\$1.71
9	PRI-SC Ferric Sulfate (9%)	Gallon	\$1.75
10	50% Hydrogen Peroxide	Pound	\$0.45
11	PRI-SC Peroxide	Pound	\$0.52
12	VX-456 (Bulk Tanker)	Pound	\$1.22
13	VX-456 (Tote)	Pound	\$1.55
14	Aktivox (Bulk Tanker)	Pound	\$0.92
15	Aktivox (Tote)	Pound	\$1.24
16	Textone L	Pound	\$0.86
17	AQuit	Pound	\$16.83
18	AlkAGEN AQ	Gallon	\$1.49
19	Sodium Hydroxide 25%	Gallon	\$2.40
20	Sodium Hydroxide 50%	Gallon	\$5.18
21	Sodium Hypochlorite	Gallon	\$2.30

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

EQUIPMENT

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

The Vendor shall work with the County on identifying the most cost-effective solutions for odor and corrosion issues. The County shall be charged the following rates based on airflow and H2S levels on sites with relatively stable hydrogen sulfide loading and typically low organic loads. This table represents primary vapor phase technology choices.

**EXHIBIT B
FEE SCHEDULE**

Primary Vapor-Phase Technologies Monthly Costs

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H2S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-
1	Natural Draft	\$125	\$726	N/A	N/A
2	0-140	\$959	\$1,432	\$1,695	\$2,448
3	0-280	\$1,098	\$1,568	\$2,448	\$3,925
4	0-600	\$1,635	\$2,218	\$3,726	\$4,460
5	0-850	\$2,376	\$3,161	\$4,070	\$4,871
6	0-1150	\$2,612	\$3,472	\$4,312	\$5,372
7	0-1500	\$2,988	\$3,925	\$4,871	\$5,950
8	0-2000	\$3,294	\$4,125	\$5,845	\$6,829
9	0-3000	\$3,920	\$4,675	\$6,829	\$8,175
10	0-4000	\$4,373	\$5,372	\$8,175	\$11,550
11	0-5000	\$4,829	\$5,505	\$8,950	\$14,249
12	0-8000	\$7,480	\$8,400	\$11,445	\$15,700
13	0-12000	\$10,835	\$11,550	\$14,249	\$19,675
14	0-15000	\$11,772	\$12,880	\$22,258	N/A
15	0-18000	\$14,538	\$15,216	\$23,663	N/A

Notes:

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

**EXHIBIT B
FEE SCHEDULE**

Fully Automated Odor Control Products

- | | |
|---|---------------|
| 1. H2S Monitor | \$ 360.00/mo. |
| 2. Advanced Dosing Controller & Monitor | \$ 450.00/mo. |

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

Professional Services:

<u>Description</u>	<u>Fee</u>
1. Engineer or Chemist	\$ 200.00/hr.
2. Technician	\$ 150.00/hr.
3. Professional Engineer (P.E.)	\$ 250.00/hr.

EXHIBIT C INSURANCE REQUIREMENTS

Major Insurance Requirements

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. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.*

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

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL) or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
03/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Pennsylvania, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED ZMT Holdings III Corp. Evoqua Water Technologies LLC 1451 E. Nine Mile Road Hazel Park, MI 48030	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Great American E & S Insurance Company</td><td>37532</td></tr><tr><td>INSURER B:</td><td>Travelers Property Casualty Company of Amc</td><td>25674</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Great American E & S Insurance Company	37532	INSURER B:	Travelers Property Casualty Company of Amc	25674	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: W5489099

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y		PL 9953269-01	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$						
	PERSONAL & ADV INJURY \$ 2,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		TC2JCAP 8B350790-TIL-17	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS-MADE						AGGREGATE \$
							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	TC2J UB 8B35073A-17	12/31/2017	12/31/2018	☒ PER STATUTE ☐ OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

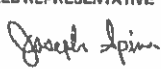
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 12/27/2017 WITH ID: W4863305.

RE: ODOR CONTROL. Solicitation #: RFP170384ANB.

LEE COUNTY, A POLITICAL SUBDIVISION AND CHARTER COUNTY OF THE STATE OF FLORIDA, ITS AGENTS, EMPLOYEES, AND PUBLIC OFFICIALS ARE INCLUDED AS ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY

CERTIFICATE HOLDER**CANCELLATION**

LEE COUNTY BOARD OF COUNTY COMMISSIONERS P.O. BOX 398 FORT MYERS, FL 33902	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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ACORD 25 (2016/03)

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SR ID: 15736099

BATCH: 631021

EXHIBIT C
INSURANCE REQUIREMENTS

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902
 - b. *“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, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate **“Indemnification”** clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Pennsylvania, Inc.		NAMED INSURED EWT Holdings III Corp. Evoqua Water Technologies LLC 1451 E. Nine Mile Road Hazel Park, MI 48030	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WRITTEN CONTRACT.



Rating Services



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Great American E & S Insurance Company

A.M. Best #: 003837 NAIC #: 37532 FEIN #: 310954439

Mailing Address

301 E. Fourth Street
Cincinnati, OH 45202

[United States](#)

[View Additional Address
Information](#)

Web:

www.greatamericaninsurancegroup.com

Phone: 513-369-5000

Fax: 513-369-3600

Assigned to
Insurance
companies
that have, in our opinion, a
superior ability to meet their
ongoing insurance obligations.



[View additional news, reports
and products for this company.](#)

Based on A.M. Best's analysis, [058317 - American Financial Group, Inc](#) is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating: A+ (Superior)
Affiliation Code: r (Reinsured)
Financial Size Category: XIV (\$1.5 Billion to \$2 Billion)
Outlook: Stable
Action: Affirmed
Effective Date: August 11, 2017
Initial Rating Date: June 30, 1980

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term: aa-
Outlook: Stable
Action: Affirmed
Effective Date: August 11, 2017
Initial Rating Date: June 17, 2005

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Gregory Dickerson
Director: Jennifer Marshall, CPCU, ARM

Disclosure Information

Disclosure Information Form
View A.M. Best's [Rating Disclosure Form](#)

Press Release
[A.M. Best Affirms Credit Ratings of American Financial Group, Inc. and Most of Its Insurance Subsidiaries](#)
August 11, 2017

u Denotes [Under Review Best's Rating](#)

Rating History

A.M. Best has provided ratings & analysis on this company since 1980.

Financial Strength Rating

Effective DateRating

8/11/2017	A+
5/12/2016	A+
3/20/2015	A+
2/21/2014	A+
2/22/2013	A

Long-Term Issuer Credit Rating

Effective DateRating

8/11/2017	aa-
5/12/2016	aa-
3/20/2015	aa-
2/21/2014	aa-
2/22/2013	a+

Best's Credit Reports

 [Best's Credit Report \(Download PDF\)](#) - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 11/8/2017 (represents the latest significant change).

 Historical Reports are available in [Best's Credit Report Archive](#)

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Press Releases

Date ▾	Title	
Aug 11, 2017	A.M. Best Affirms Credit Ratings of American Financial Group, Inc. and Most of Its Insurance Subsidiaries	▲
May 12, 2016	A.M. Best Affirms Ratings of American Financial Group, Inc. and Most of Its Insurance Subsidiaries	
Mar 20, 2015	A.M. Best Affirms Ratings of American Financial Group, Inc. and Its Property/Casualty Subsidiaries	
Feb 21, 2014	A.M. Best Upgrades Ratings of American Financial Group, Inc., Great American Insurance Company and Its Pooling Affiliates	
Feb 22, 2013	A.M. Best Affirms Ratings of American Financial Group, Inc., Most of Its P/C Subsidiaries and Upgrades Ratings of Mid-Continent	
Mar 29, 2012	A.M. Best Revises Outlook to Positive for American Financial Group, Inc. and Most of Its Property/Casualty Subsidiaries	
Feb 14, 2011	A.M. Best Affirms Ratings of American Financial Group, Inc. and Its Property/Casualty Subsidiaries	
May 10, 2010	A.M. Best Upgrades Issuer Credit Rating of American Financial Group, Inc. and Certain Subsidiaries	
Mar 27, 2009	A.M. Best Affirms Ratings of American Financial Group, Inc. and Its Property/Casualty Subsidiaries	
Nov 28, 2006	A.M. Best Affirms Ratings of American Financial Group, Inc.; Upgrades Ratings of Republic	▼

1 2 H

Page size: 10 ▾

14 items in 2 pages

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Travelers Property Casualty Company of America

A.M. Best #: 004461 NAIC #: 25674 FEIN #: 362719165

Domiciliary Address

One Tower Square
Hartford, CT 06183
United States

Web: www.travelers.com

Phone: 860-277-0111

Fax: 860-277-7002



Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on A.M. Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating: A++ (Superior)
Affiliation Code: g (Group)
Financial Size Category: XV (\$2 Billion or greater)
Outlook: Stable
Action: Affirmed
Effective Date: October 05, 2017
Initial Rating Date: June 30, 1972

Long-Term Issuer Credit Rating View Definition

Long-Term: aa+
Outlook: Stable
Action: Affirmed
Effective Date: October 05, 2017
Initial Rating Date: April 18, 2005

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Gregory Dickerson

Director: Jennifer Marshall, CPCU, ARM

Disclosure Information

Disclosure Information Form

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Press Release

[A.M. Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Subsidiaries](#)

October 05, 2017

Rating History

A.M. Best has provided ratings & analysis on this company since 1972.

Financial Strength Rating

Effective DateRating

10/5/2017	A++
7/22/2016	A++
5/28/2015	A++
5/23/2014	A++
5/30/2013	A+

Long-Term Issuer Credit Rating

Effective DateRating

10/5/2017	aa+
7/22/2016	aa+
5/28/2015	aa+
5/23/2014	aa+

5/30/2013 aa

Best's Credit Reports

 Best's Credit Report - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 10/24/2017 (represents the latest significant change).

 Historical Reports are available in Best's Credit Report Archive.

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Press Releases

<u>Date</u>	<u>Title</u>
Oct 05, 2017	A.M. Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Subsidiaries
Jul 22, 2016	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
May 28, 2015	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
May 23, 2014	A.M. Best Upgrades Ratings of The Travelers Companies, Inc. and Most of Its Subsidiaries
May 30, 2013	A.M. Best Revises Outlook to Positive for The Travelers Companies, Inc. and Most of Its Subsidiaries
May 10, 2012	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
May 26, 2011	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
Jun 08, 2010	A.M. Best Upgrades Issuer Credit Ratings of Travelers Group
Jun 03, 2008	A.M. Best Affirms Ratings of Travelers Insurance Companies and Several of Its Subsidiaries
Jun 18, 2007	A.M. Best Affirms Ratings of Travelers Insurance Companies and Several of Its Subsidiaries

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Detail by Entity Name

Foreign Limited Liability Company
EVOQUA WATER TECHNOLOGIES LLC

Filing Information

Document Number M13000002724
FEI/EIN Number 80-0909020
Date Filed 04/30/2013
State DE
Status ACTIVE
Last Event LC STMT OF RA/RO CHG
Event Date Filed 10/13/2017
Event Effective Date NONE

Principal Address

210 Sixth Avenue
Suite 3300
Pittsburgh, PA 15222

Changed: 10/27/2017

Mailing Address

210 Sixth Avenue
Suite 3300
Pittsburgh, PA 15222

Changed: 10/27/2017

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324

Name Changed: 10/13/2017

Address Changed: 10/13/2017

Authorized Person(s) Detail

Name & Address

Title President, CEO, Manager

Keating, Ronald C

210 Sixth Avenue
Suite 3300
Pittsburgh, PA 15222

Title EVP, CFO, Treasurer, Manager

STAS, BEN
210 Sixth Avenue
Suite 3300
Pittsburgh, PA 15222

Title Secretary

Grieco, Vincent
210 Sixth Avenue
Suite 3300
Pittsburgh, PA 15222

Title Executive Vice President, Municipal Segment President

Kinnaird, Malcolm
210 Sixth Avenue
Suite 3300
Pittsburgh, PA 15222

Title Assistant Secretary

Varner, Karissa
210 Sixth Avenue
Suite 3300
Pittsburgh, PA 15222

Title Assistant Secretary

Beckett-McWalter, Jessica
210 Sixth Avenue
Suite 3300
Pittsburgh, PA 15222

Annual Reports

Report Year	Filed Date
2017	01/12/2017
2017	10/27/2017
2018	05/01/2018

Document Images

05/01/2018 - ANNUAL REPORT	View image in PDF format
11/08/2017 - AMENDED ANNUAL REPORT	View image in PDF format
10/27/2017 - AMENDED ANNUAL REPORT	View image in PDF format
10/13/2017 - CORLCRACHG	View image in PDF format
01/12/2017 - ANNUAL REPORT	View image in PDF format

5/2/2018

Detail by Entity Name

02/19/2016 -- ANNUAL REPORT	View image in PDF format
04/24/2015 -- LC Amendment	View image in PDF format
03/16/2015 -- ANNUAL REPORT	View image in PDF format
04/18/2014 -- ANNUAL REPORT	View image in PDF format
03/04/2014 -- LC Amendment	View image in PDF format
01/29/2014 -- LC Name Change	View image in PDF format
04/30/2013 -- Foreign Limited	View image in PDF format

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

J. H. Kill
(Signature)

11/17/17

(Date)

STATE OF Florida
COUNTY OF Manatee

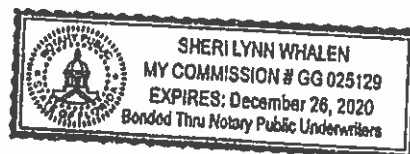
PERSONALLY APPEARED BEFORE ME, the undersigned authority, Jennifer R. Miller

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 17 day of November, 2 017.

Sheri Lynn Whalen
(NOTARY PUBLIC)

My Commission Expires: 12/26/20



This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to Lee County
(Print name of the public entity)
by Jennifer R. Miller, V.P. & G.M.
(Print individual's name and title)
for Evoqua Water Technologies LLC
(Print name of entity submitting sworn statement)
whose business address is 2650 Tallevast Road, Sarasota, FL 34243
(If applicable) its Federal Employer Identification Number (FEIN) is 80-0909020
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.



LEE COUNTY

SUB-CONTRACTOR LIST

SOUTHWEST FLORIDA

[illegible]

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a valid phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Disadvantaged Business Enterprise (DBE) contractors, please attach a current certificate.

Form 5 - Affidavit Principal Place of Business



LEE COUNTY

SOUTHWEST FLORIDA

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Local Vendor Preference (Non-CCNA)
(Lee County Ordinance No. 08-26)
Location Identification (CCNA)

Instructions: Please complete all information that is applicable to your firm

Company Name: Evoqua Water Technologies LLC

Jennifer R. Miller

Printed name of authorized signer

V.P. & G.M.

Title

J. R. Miller

Authorized Signature

11/17/17

Date

The signer of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Notary:

State of

Florida

County of

Manatee

The foregoing instrument was signed and acknowledged before me this

17 day of November

20 17

Jennifer R. Miller

who has produced

personally known

as identification (or personally known)

Type of ID and number

Sheri Lynn Whalen

Notary Public Signature

GG 025129 / 12/26/20

Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of:

Lee County

Collier County

X

Non-Local

Local Business Tax License #

N/A

2. Address of Principal Place of Business:

2650 Tallevast Road

Sarasota, FL 34243

3. Number of years at this location

39 years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years

X Yes*

No

*If yes, attach contractual history for past 3 consecutive years

5. Number of available employees for this contract

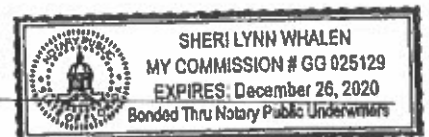
8

6. Does your company have a Drug Free Workplace Policy

X Yes

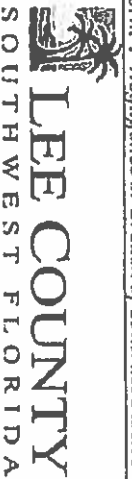
No

*Evoqua has been doing business with Lee County since 2010. The County issues new Purchase Orders for every chemical delivery.



Form 4 - Negligence or Breach of Contract Disclosure Form

REVISED 02/22/2017



ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: Evoqua Water Technologies LLC

Type of Incident Alleged Negligence or Breach of Contract	Incident Date And Date Filed	Plaintiff (Who took action against your company)	Case Number	Court County/State	Project	Claim Reason (Initial circumstances)	Final Outcome (who prevailed)
NONE							

Make as many copies of this sheet as necessary in order to provide a 10-year history of the requested information. If there is no action pending or action taken in the last 10 years, complete the company name and write "NONE" in the first "Type of Incident" box of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made, if a monetary settlement was made the amount may remain anonymous.

Page Number: 1 Of 1 Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.

Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on this disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

Form 3 Reference Survey


LEE COUNTY
 SOUTHWEST FLORIDA

Lee County Procurement Management

REFERENCE SURVEY

Solicitation # RFP170384ANB

Annual Odor Control & Corrosion Services

Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	Michael J Mylett	Bidder/Proposer:	Evoqua Water Technologies
COMPANY:	Sarasota County Public Utilities	Due Date:	11/7/2017
PHONE #:	Ph. (941) 861-0954	Total # Pages:	1
FAX #:	Fax (941) 861-0986	Phone #:	941-355-2971
EMAIL:	mmylett@scgov.net	Fax #:	941-359-7985
		Bidder/Proposer E-Mail:	charles.maltby@evoqua.com

Section 2	Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Proposer Name:	Evoqua Water Technologies		
Reference Project Name:	Project Address:	Project Cost:	
Odor and Corrosion Control Pgm.	Plants and Pump Stations	\$1 million annual	
Summarize Scope:	County-wide wastewater odor and corrosion control products, technologies, and services.		

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3	Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?	Yes
2. Were any problems encountered with the company's work performance?	No
3. Were any change orders or contract amendments issued, other than owner initiated?	No
4. Was the job completed on time?	Yes
5. Was the job completed within budget?	Yes
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	10
7. If the opportunity were to present itself, would you rehire this company?	Yes
8. Please provide any additional comments pertinent to this company and the work performed for you: They have been responsive to the needs of the County on a timely basis.	

Section 4
 Michael Mylett

Reference Name (Print)

Please submit non-Lee County employees as references

Reference Signature

Form 3 Reference Survey



Lee County Procurement Management

REFERENCE SURVEY

Solicitation # RFP170384ANB

Annual Odor Control & Corrosion Services

Section 1: Reference Respondent Information		Please return completed form to:	
FROM:	Johnny Arteaga	Bidder/Proposer:	Evoqua Water Technologies
COMPANY:	Collier County	Due Date:	11/7/2017
PHONE #:	Ph. 239-597-5355	Total # Pages:	1
FAX #:	Fax 561-743-3027	Phone #:	941-355-2971
EMAIL:	juanarteaga@colliergov.net	Fax #:	941-359-7985
		Bidder/Proposer E-Mail:	charles.maltby@evoqua.com

Section 2: Enter Bidder/Proposer Information; If applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for another project)		
Proposer Name:	Evoqua Water Technologies	
Reference Project Name:	Project Address:	Project Cost:
Odor and Corrosion Control Pgm.	Plant and Pump Stations	\$1 million annual
Scope:		
County-wide wastewater odor and corrosion control products, technologies, and services.		

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3: Questions	Indicate "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?	YES
2. Were any problems encountered with the company's work performance?	NO
3. Were any change orders or contract amendments issued, other than owner initiated?	NO
4. Was the job completed on time?	YES
5. Was the job completed within budget?	YES
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	9
7. If the opportunity were to present itself, would you rehire this company?	YES
8. Please provide any additional comments pertinent to this company and the work performed for you: Collier County has been doing business with Evoqua for 17 + years now and have always had great work relationship with this company. This company is supportive of the product they sell and will make correcting when need with no questions asked. Evoqua has the staff that provide expert advise and will ensure that the product is tested on a regular basis for dependability for the optimal performance.	

Section 4:	<u>Juan Arteaga III</u>	Please submit non-Lee County employees as references
Reference Name (Print)		
Reference Signature	<u>Juan Arteaga III</u>	

19	Sodium Hydroxide 25%	Gallons	\$2.40
20	Sodium Hydroxide 50%	Gallons	\$5.18
21	Sodium Hypochlorite	Gallons	\$2.30
22			
23			
24			
25			
26			
27			
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37			
38			
39			
40			

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

EQUIPMENT

The following table represents monthly cost for new installations installed in Lee County.

The vendor will work with Lee County on providing the most cost-effective solutions for odor and corrosion Issues. The County will be charged the following rates based on airflow and H₂S levels on sites with relatively stable hydrogen sulfide loading and typically low organic loads. This table represents primary vapor phase technology choices.

Primary Vapor-Phase Technologies Monthly Costs

TABLE 2

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H ₂ S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-500
1	Natural Draft	\$135	\$726	N/A	N/A
2	0-140	\$959	\$1,432	\$1,695	\$2,448
3	0-280	\$1,098	\$1,568	\$2,448	\$3,925
4	0-600	\$1,635	\$2,218	\$3,726	\$4,460
5	0-850	\$2,376	\$3,161	\$4,070	\$4,871
6	0-1150	\$2,612	\$3,472	\$4,312	\$5,372
7	0-1500	\$2,988	\$3,925	\$4,871	\$5,950
8	0-2000	\$3,294	\$4,125	\$5,845	\$6,829
9	0-3000	\$3,920	\$4,675	\$6,829	\$8,175
10	0-4000	\$4,373	\$5,372	\$8,175	\$11,550
11	0-5000	\$4,829	\$5,505	\$8,950	\$14,249
12	0-8000	\$7,480	\$8,400	\$11,445	\$15,700
13	0-12000	\$10,835	\$11,550	\$14,249	\$19,675
14	0-15000	\$11,772	\$12,880	\$22,258	N/A
15	0-18000	\$14,538	\$15,216	\$23,663	N/A

Notes:

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

PROFESSIONAL SERVICES & OTHER PRODUCTS.

The following services are offered in conjunction with odor control projects that do not include provision of technologies or services from the vendor that are found elsewhere in this contract:

Fully Automated Odor Control Products

<u>Product Description</u>	<u>Proposed</u>
1. H2S Monitor	\$ <u>360</u> /mo.
2. Advanced Dosing Controller & Monitor	\$ <u>450</u> /mo.

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

Professional Services:

Service

<u>Description</u>	<u>Fee</u>
1. Engineer or Chemist	\$ <u>200</u> .00/hr.
2. Technician	\$ <u>150</u> .00/hr.
3. Professional Engineer (P.E.)	\$ <u>250</u> .00/hr.

State of Florida

Department of State

I certify from the records of this office that EVOQUA WATER TECHNOLOGIES LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on April 30, 2013.

The document number of this limited liability company is M13000002724.

I further certify that said limited liability company has paid all fees due this office through December 31, 2017, that its most recent annual report was filed on October 27, 2017, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of November,
2017*



Ken Diefen
Secretary of State

Tracking Number: CU0106546140

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Florida Department of State

DIVISION OF CORPORATIONS

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /**Detail by Entity Name**

Foreign Limited Liability Company
EVOQUA WATER TECHNOLOGIES LLC

Filing Information

Document Number M13000002724
FEI/EIN Number 80-0909020
Date Filed 04/30/2013
State DE
Status ACTIVE
Last Event LC STMT OF RA/RO CHG
Event Date Filed 10/13/2017
Event Effective Date NONE

Principal Address

210 Sixth Avenue
Suite 3300
Pittsburgh, PA 15222

Changed: 10/27/2017

Mailing Address

210 Sixth Avenue
Suite 3300
Pittsburgh, PA 15222

Changed: 10/27/2017

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324

Name Changed: 10/13/2017

Address Changed: 10/13/2017

Authorized Person(s) Detail**Name & Address**

Title President, CEO, Manager

Keating, Ronald C

210 Sixth Avenue
Suite 3300
Pittsburgh, PA 15222

Title EVP, CFO, Treasurer, Manager

STAS, BEN
210 Sixth Avenue
Suite 3300
Pittsburgh, PA 15222

Title Secretary

Grieco, Vincent
210 Sixth Avenue
Suite 3300
Pittsburgh, PA 15222

Title Executive Vice President, Municipal Segment President

Kinnaird, Malcolm
210 Sixth Avenue
Suite 3300
Pittsburgh, PA 15222

Title Assistant Secretary

Varner, Karissa
210 Sixth Avenue
Suite 3300
Pittsburgh, PA 15222

Title Assistant Secretary

Beckett-McWalter, Jessica
210 Sixth Avenue
Suite 3300
Pittsburgh, PA 15222

Annual Reports

Report Year	Filed Date
2017	01/12/2017
2017	10/27/2017
2017	11/08/2017

Document Images

11/08/2017 -- AMENDED ANNUAL REPORT	View Image in PDF format
10/27/2017 -- AMENDED ANNUAL REPORT	View Image in PDF format
10/13/2017 -- CORRECTACHG	View Image in PDF format
01/12/2017 -- ANNUAL REPORT	View Image in PDF format
02/19/2016 -- ANNUAL REPORT	View Image in PDF format
04/24/2015 -- LG Amendment	



LEE COUNTY
SOUTHWEST FLORIDA

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP170384ANB SOLICITATION NAME: Annual Odor Control & Corrosion Services

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Evoqua Water Technologies LLC

J. H. Miller
Signature

V.P. & G.M.

Title

11/17/17

Date

STATE OF Florida

COUNTY OF Manatee

The foregoing instrument was signed and acknowledged before me this 17 day of November 2017, by Jennifer R. Miller who has produced

(Print or Type Name)

personally known as identification.

(Type of Identification and Number)

Sheri Lynn Whalen

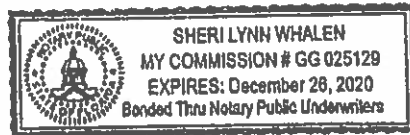
Notary Public Signature

Sheri Lynn Whalen

Printed Name of Notary Public

GG 025129 / 12/26/20

Notary Commission Number/Expiration



The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Form 3 Reference Survey


LEE COUNTY
 FLORIDA

Lee County Procurement Management

REFERENCE SURVEY

Solicitation # RFP170384ANB

Annual Odor Control & Corrosion Services

Section 1		Reference Respondent Information		Please return completed form to:	
FROM:		Waldo Cruz		Bidder/Proposer: Evoqua Water Technologies	
COMPANY:		Loxahatchee River District		Due Date: 11/7/2017	
PHONE #:		Ph. 561-747-5709		Total # Pages: 1	
FAX #:		Fax 561-743-3027		Phone #: 941-355-2971 Fax #: 941-359-7985	
EMAIL:		waldo.cruz@lrecd.org		Bidder/Proposer E-Mail: charles.maltby@evoqua.com	
Section 2		Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Proposer Name:		Evoqua Water Technologies			
Reference Project Name:		Project Address:		Project Cost:	
Odor and Corrosion Control Pgm.		Plant and Pump Stations		\$5 million annual	
Summarize					
Scope:					
County-wide wastewater odor and corrosion control products, technologies, and services.					
You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.					
Section 3					Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?					Yes
2. Were any problems encountered with the company's work performance?					No
3. Were any change orders or contract amendments issued, other than owner initiated?					No
4. Was the job completed on time?					Yes
5. Was the job completed within budget?					Yes
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)					10
7. If the opportunity were to present itself, would you rehire this company?					Yes
8. Please provide any additional comments pertinent to this company and the work performed for you: I am very pleased with Evoqua's products and services, their Alkogen solution in particular, is an outstanding product.					

Section 4

Reference Name (Print)

Waldo J. Cruz

Please submit non-Lee County employees as references

Reference Signature

Form#1 – Solicitation Form, Page 2

- 3 **Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL § , prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this **disclosure is applicable request form** **"INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS"** (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and **returned with solicitation response**. It is the proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

☐ Business Relationship Applicable (request form)

☒ Business Relationship NOT Applicable

- 4 Disadvantaged Business Enterprise (DBE) proposer? If yes, please attach a current certificate. ☐ Yes ☒ No

ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER, WITNESSED AND SEALED (IF APPLICABLE)

Evoqua Water Technologies LLC

Company Name (Name printed or typed)

Jennifer R. Miller

Authorized Representative Name (printed or typed)

V.P. & G.M.

Authorized Representative's Title (printed or typed)

Authorized Representative's Signature



(Affix Corporate Seal, if applicable)

Witnessed/Attested by:

(Witness/Secretary name and title printed or typed)

See Attached Officer's Certificate

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.



Form 1 – Solicitation Response Form


**LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM**

Date Submitted: 11/17/17 Deadline Date: 11/7/2017

SOLICITATION IDENTIFICATION: RFP170384ANB

SOLICITATION NAME: Annual Odor Control & Corrosion Services

COMPANY NAME: Evoqua Water Technologies LLC

NAME & TITLE: (TYPED OR PRINTED) Jennifer R. Miller, V.P. & G.M.

BUSINESS ADDRESS: 2650 Tallevast Road, Sarasota, FL 34243
(PHYSICAL)

Evoqua Water Technologies LLC

CORPORATE OR MAILING ADDRESS:

☐ SAME AS PHYSICAL 210 Sixth Avenue, Suite 3300

ADDRESS MUST MATCH SUNBIZ.ORG Pittsburgh, PA 15222

E-MAIL ADDRESS: municipalservices@evoqua.com

PHONE NUMBER: 941-359-7930 FAX NUMBER: 941-359-7985

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. <u>1</u>	Dated: <u>10/14/17</u>	No. <u>3</u>	Dated: <u>11/14/17</u>	No. <u>5</u>	Dated: <u>12/7/17</u>
No. <u>2</u>	Dated: <u>11/3/17</u>	No. <u>4</u>	Dated: <u>12/1/17</u>	No. <u> </u>	Dated: <u> </u>

Tax Payer Identification Number: 80-0909020

(1) Employer Identification Number -OR- (2) Social Security Number:

**** Lee County collects your social security number for tax reporting purposes only**

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*.

- 1 **Collusion Statement:** Lee County, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.
- 2 **Scrutinized Companies Certification:**
Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL § .
As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL § , the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.



EVOQUA WATER TECHNOLOGIES LLC

OFFICER'S CERTIFICATE

I, Karissa Varner, Assistant Secretary of Evoqua Water Technologies LLC, a Delaware limited liability company (the "Company"), do hereby certify on behalf of the Company that Jennifer R. Miller is Vice President and General Manager of the WT Municipal Services Sub-segment of the Company, and that in such capacity, Ms. Miller has full power and authority to execute and deliver the Company's bid and all related ancillary agreements in connection with the supply of Full Service Odor Control to Lee County Board of County Commissioners in Fort Myers, Florida.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 7th day of November 2017.



Karissa Varner
Karissa Varner
Assistant Secretary

Form 1a – Proposal Form (not applicable for CCNA solicitations) -- Addendum 1



Lee County Procurement Management
PROPOSAL FORM

Company Name: Evoqua Water Technologies LLC

Solicitation # RFP170384ANB Solicitation Name Annual Odor Control & Corrosion Services

Having carefully examined the "Terms and Conditions", and the "Detailed Specifications", all of which are contained herein, propose to furnish the following which meet these specifications.

Multi-year and Renewals

The successful proposer shall be responsible for furnishing and delivering to the Lee County requesting Department commodity or services on an "as needed basis for a three-year (3) period or as specified in the Scope of Work as per specifications. There will be an option to extend this contract as specified in the Scope of Work or specification upon approval of both the County and the vendor at the time of the extension or renewal.

CHEMICAL/BIOLOGICAL PRODUCTS			
Item #	Description	Unit of Measure	Unit Cost
1	Bioxide	Gallons	\$2.40
2	Bioxide Plus 71	Gallons	\$3.55
3	Bioxide AE	Gallons	\$2.77
4	Odophos	Gallons	\$0.78
5	Odophos Plus	Gallons	\$1.43
6	Ferric Sulfate (9%)	Gallons	\$1.46
7	PRI-SC Odophos	Gallons	\$0.90
8	PRI-SC Odophos Plus	Gallons	\$1.71
9	PRI-SC Ferric Sulfate (9%)	Gallons	\$1.75
10	50% Hydrogen Peroxide	Pounds	\$0.45
11	PRI-SC Peroxide	Pounds	\$0.52
12	VX-456 (Bulk Tanker)	Pounds	\$1.22
13	VX-456 (Tote)	Pounds	\$1.55
14	Aktivox (Bulk Tanker)	Pounds	\$0.92
15	Aktivox (Tote)	Pounds	\$1.24
16	Textone L	Pounds	\$0.86
17	AQuit	Pounds	\$16.83
18	Alkagen AQ (Formerly "Alk AQuit 25")	Gallons	\$1.49

Valerie Marquez

From: Stacy McKenzie
Sent: Wednesday, September 12, 2018 3:54 PM
To: Tim Merritt
Cc: Valerie Marquez
Subject: Evoqua - Alkagen

We are going to set it up for \$100,000.

Stacy McKenzie-Grant
Office Manager
City of Venice Utilities Department
smckenzie@venicegov.com
(941) 882-7310
www.venicegov.com