

ORIGINAL

**AGREEMENT FOR
Annual – Supply of Sulfuric Acid**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Trammo, Inc., a Delaware corporation authorized to do business in the State of Florida, whose address is One Rockefeller Plaza 9th Floor, New York, NY 10020, and whose federal tax identification number is 13-2679131, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase sulfuric acid from the Vendor in connection with "B180475BAW" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B180475BAW on August 7, 2018 (the "Solicitation"); 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 October 3, 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 made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of the Solicitation as modified by its addendum, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue for an initial period of one (1) year with the option to renew

for three (3) additional one (1) year periods upon the mutual written agreement of the parties. The effective date shall be March 4th, 2019.

- B. A purchase order 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 the Solicitation, 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 County 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 B+ 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.

Any change or substitution to the Vendor's key personnel must receive the County's written approval before said changes or substitution can become effective.

- 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 XII. 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.

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:		County's Representatives:		
Name:	<u>Tara Lynn</u>	Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Title:	<u>Trader</u>	Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>3000 Bayport Dr, Suite 100, Tampa, FL 33607</u>	Address:	<u>P.O. Box 398 Fort Myers, FL 33902</u>	
Telephone:	<u>813.940.7708</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>813.261.0601</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-mail:	<u>Tampa.sulfuricacid.ops@trammo.com</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

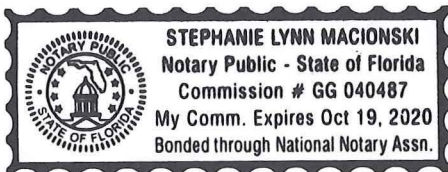
2. County's Purchase Order
3. Solicitation
4. Vendor's Submittal in Response to the Solicitation

[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: [Signature]
Signed By: _____
Print Name: Stephanie Maciorski

TRAMMO, INC.
Signed By: [Signature]
Print Name: Edward Weiner
Title: President + CEO
Date: 12-13-18



LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
VICE CHAIR

DATE: 3/11/19

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]
DEPUTY CLERK

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

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY



EXHIBIT A
SPECIFICATIONS

WQA312773013-3

SCOPE OF WORK
FOR
ANNUAL - SULFURIC ACID FOR UTILITIES WATER PLANTS

1. SCOPE

- 1.1. The Lee County Board of County Commissioners (BOCC) desires to obtain a qualified, professional, and licensed vendor to provide and deliver 93.19% - 95% of Sulfuric Acid to Lee County Water Treatment Facilities.
- 1.2. The scope of work is future defined and detailed within the technical specifications included in this solicitation package. Vendors are responsible for reviewing all documentation associated with this project.

2. AWARD

- 2.1. The basis of award for this bid shall be determined by the lowest *Total Cost* of the most responsive, responsible and qualified bidder meeting all bid specifications.

3. DELIVERY REQUIREMENTS

- 3.1. Shipments will be Free on Board (FOB) destination and received between the hours of 8:00 AM and 4:00 PM EST., Monday through Friday, within (3) calendar days (i.e. not working days) after verbal, mobile or fax receipt of order from Lee County Utilities.
 - 3.1.1. "Emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent Lee County Utilities from running out of Sulfuric Acid in less than 24 hours. Lee County Utilities shall endeavor to minimize the number of "emergency" deliveries.
- 3.2. Lee County Utilities reserves the right to refuse a delivery if that delivery is not in the proper timeframe; the Vendor has improper equipment to offload the delivery; and/or is taking improper safety precautions or has malfunctioning equipment.
 - 3.2.1. With each delivery, a certificate of analysis must be provided. This is to include the following chemical analysis as a minimum; Clarity percentage (%), iron parts per million (ppm) and sulfuric acid percentage (%). This certificate will also certify that the product shipped meets the American National Standards Institute (ANSI) and National Sanitation Foundation Standard 60 (NSF).
- 3.3. Bids are to be based on firm prices delivered FOB destination, as directed to the locations specified herein, Lee County, Florida.
- 3.4. The County reserves the right to add or delete delivery sites at its discretion at any time throughout the term of this contract.
- 3.5. Delivery driver must present a photo I.D. upon delivery. The I.D. must show that the driver is an employee of either the trucking company or the Vendor. All personnel making deliveries must wear the appropriate personal protective equipment (PPE) as required by the Safety Data Sheet (SDS).

4. MINIMUM ORDER QUANTITIES

- 4.1. The required minimum of Sulfuric Acid will be 1000 gallons per order not to exceed 3000 gallons. If Lee County requires less than the minimum order quantity, Lee County will contact the awarded vendor to receive that product at the same bid price or obtain alternate firm delivered pricing for that product. Lee County reserves the right to accept the alternate pricing or purchase the product elsewhere.

5. PRICING

- 5.1. Pricing submitted in response to this Invitation to bid (ITB) will be valid for the initial term of the awarded contract, and no price increase will be authorized for 365 calendar days after the effective date of the contract. Thereafter, on an annual basis any request for escalation in pricing must be submitted to the County for evaluation and will be no greater than the Bureau of Labor Statistics, Producer Price Index (PPI) price increase for the most recent twelve (12) month period.
 - 5.1.1. The rates may increase annually not to exceed maximum of 4% or per the PPI Index, whichever is less. The PPI Index to be utilized shall be the U.S. Bureau of Labor Statistics web site, PPI-Final Demand, Series WPU0613020T1, Not Seasonally Adjusted (NSA); <https://data.bls.gov/timeseries/WPU0613020T1>.

EXHIBIT A
SPECIFICATIONS

WA 31127/2016-3

5.2. The month applicable shall be the third month prior to renewal or anniversary of contract and the year applicable shall be the current year in which the request is being made. The request to increase rates must be made in writing to Lee County Procurement Management and supported by detailed justification which warrants the request increase. The Vendor shall submit their written request at least (60) days prior to the renewal date/anniversary of the contract in order for a request to be considered by the County. The County shall review the Vendor's written request and supporting documentation to determine whether an increase is warranted and, if so, what percentage increase. Failure by the Vendor to request and increase in rates in accordance with these terms shall result in the continuation of the rates contained in the agreement until the next scheduled rate increase request date. If the request is not made within the timeframe specified above, an increase for that year will be forfeited. No retroactive contract price adjustments will be allowed. An increase, which Lee County Procurement Management determines is excessive, regardless of any documentation supplied by the Vendor, may be caused for cancellation of the contract by Lee County Procurement Management. Lee County Procurement Management will notify using agencies and Vendors in writing the effective date of any increase approval. However, the Vendor shall fill all orders received prior to the effective date of the price adjustments at the old contract price.

5.3. Price decreases that affect the cost of materials, labor, and transportation are required to be passed on to the County immediately. Failure to do so will result in action to recoup such amounts.

6. MAJOR BREAKDOWNS/NATURAL DISASTERS

6.1. Lee County requires that the Vendor provide the name of a contact person and phone number, which will afford Lee County access twenty-four (24) hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

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

7. REQUIRED SUBMITTALS/DOCUMENTATION

- 7.1. Vendor(s) shall provide in their bid package the following documentation:
 - 7.1.1. Spill response policy and procedures
 - 7.1.2. A product data sheet as written proof of conformance as required in technical specifications
 - 7.1.3. Current SDS
 - 7.1.4. Primary contact number, name and 24/7 emergency number
 - 7.1.5. Affidavit of compliance with ANSI and NSF standard 60 requirements (or most current standards at the time of the submitted proposal) written proof of approval by the NSF as applicable
 - 7.1.6. Third party laboratory analysis of sulfuric acid sample

7.2. The County reserves the right to request documents/clarification after the bid closes.

8. ADDITIONAL REQUIREMENTS

8.1. Vendor agrees to conform to all State and Federal regulations pertaining to Occupational Safety and Health according to chapter 442 of the Florida Statute.

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

End of Scope of Work

**EXHIBIT A
SPECIFICATIONS**

WVNS/23/2016-3

**TECHNICAL SPECIFICATIONS
FOR
ANNUAL - SUPPLY OF SULFURIC ACID
LEE COUNTY UTILITIES**

1. SPECIFICATIONS

- 1.1. All services provided under this bid must comply with all rules and laws per F.S. 442.
 - 1.1.1. Furnish liquid sulfuric acid, 93.19% minimum, 95% maximum, FOB destination in accordance with ANSI/NSF standard 60 requirements, except as modified or supplemented herein.
 - 1.1.2. Tested and certified as meeting these specifications and those of the ANSI and NSF Standard 60, Drinking Water Treatment Chemicals Health Effects. It is the responsibility of the Vendor to inform Lee County that NSF certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient ground for immediate termination of the contract.
 - 1.1.3. Product will be delivered as a 93.19% minimum, 95% maximum 66 degree brix solution. Product will meet or exceed all industry standards for quality control.
- 1.2. Packaging shall conform to all applicable federal and state standards.
- 1.3. The Vendor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties.
- 1.4. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. Lee County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.
- 1.5. The tanks or trailers shall be clean and free of residue that may contaminate the Vendor's product or impede the unloading process. It is the Vendor's responsibility to verify the cleanliness of the transporting equipment before loading.
 - 1.5.1. All appurtenant valves, pumps, and discharge hoses used for the delivery of sulfuric acid shall be supplied by the Vendor and shall be clean and free from contaminating material.
 - 1.5.2. Lee County may reject a load if the equipment is not properly cleaned. The Vendor shall furnish Lee County an approved, leak-free connection device between the trailer and the Purchaser's intake receptacle.
 - 1.5.3. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled chemical.
 - 1.5.4. If the spill is not cleaned up, Lee County will hire a certified hazardous material handling company to clean up the spill, and the cost of such service shall be charged to the Vendor and deducted from the amount due to the Vendor for materials.
 - 1.5.5. If Lee County's unloading equipment such as a pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Vendor or its subcontractor, the Vendor shall be relieved of clean-up of the spill.

**EXHIBIT A
SPECIFICATIONS**

WAC11/07/2010-1

2. DELIVERY LOCATIONS, CONTACTS, DELIVERY AMOUNTS/REQUIREMENTS

Delivery Locations	Contact Information	Delivery Amounts/Requirements
North Lee County WTP 18250 Durrance Road Ft. Myers, FL 33902	Phone number: 239-567-2181 Fax number: 239-567-2184 Contact person: Larry Campanelli	1,000 Min. – 3,000 Max. gals per delivery 20' 2 inch hose is required
Olga WTP 1450 Werner Drive Alva, FL 33920	Phone number: 239-694-4038 Fax number: 239-694-2370 Contact person: Dan Smith	1,000 Min. – 3,000 Max. gals per delivery 30' 2 inch hose is required
Pinewoods WTP 11950 Corkscrew Road Estero, FL 33928	Phone number: 239-992-1319 Fax number: 239-992-9095 Contact person: Mike Frazzetto	1,000 Min. – 3,000 Max. gals per delivery 20' 2 inch hose is required
Green Meadows WTP 16003 Airport Haul Road Ft. Myers, FL 33913	Phone number: 239-267-1152 Fax number: 239-267-7105 Contact person: Damon Hardy	1,000 Min. – 3,000 Max. gals per delivery 20' 2 inch hose is required

3. ESTIMATED ANNUAL USAGE

3.1. Annual Estimated Usage: 300,000 gallons

4. TRAINING SESSIONS

- 4.1. The Vendor will be required to provide employee education and training according to FS 442.115, at no additional cost to the County, two 4-hour training sessions each year, that meet the federal and state safety and right to know training requirements. The education and instruction of the County's operations personnel shall be by a qualified instructor familiar with the safe handling practices associated with the chemical being discussed. Failure to provide this service will be considered a default of the contract.
- 4.2. The training sessions will be held in one central location in Lee County, which will be determined by Lee County Utilities. The awarded supplier(s) will be responsible for travel, lodging, meals and training materials costs.

5. DESIGNATED CONTACT

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

6. SUB-CONTRACTORS

6.1. The use of sub-contractors under this bid is NOT allowed without prior written authorization from the County representative.

End of Specifications

**EXHIBIT B
FEE SCHEDULE**

SODIUM BISULFITE 40% AQUEOUS SOLUTION		
Description	Unit of Measure	Unit Cost
Sulfuric Acid for Utilities Water Plant - Delivered	Short Ton	\$129.50

EXHIBIT C

INSURANCE REQUIREMENTS

Revised 4/06/2017 – Page 1 of 2



Standard 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:

- \$500,000 per occurrence
- \$1,000,000 general aggregate
- \$500,000 products and completed operations
- \$500,000 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:

- \$500,000 combined single limit (CSL) or
- \$300,000 bodily injury per person
- \$500,000 bodily injury per accident
- \$300,000 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:

- \$100,000 per accident
- \$100,000 disease limit
- \$500,000 disease – policy limit

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



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.
3. Place the project name and number in the Description of Operations box.
4. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best’s Financial Strength Rating of B+ Class VII or better.