

B240206CFC  
Sodium Hypochlorite for Water & Wastewater Facilities  
Brenntag Mid-South, Inc.

E1 Contract #N/A - PO

## **AGREEMENT FOR SODIUM HYPOCHLORITE FOR WATER & WASTEWATER FACILITIES**

**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 Brenntag Mid-South, Inc., a Kentucky corporation, authorized to do business in the State of Florida, whose address is 1405 Highway 136 West, Henderson, KY 42420, and whose federal tax identification number is 61-0504545, hereinafter referred to as "Vendor."

### **WITNESSETH**

**WHEREAS**, the County intends to purchase sodium hypochlorite solution from the Vendor in connection with "Sodium Hypochlorite for Water & Wastewater Facilities" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B240206CFC on March 15, 2024 (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 May 16, 2024 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, a more specific description of the Project Scope of Services is set forth in Sections 1 through 8 of B240106CFC, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B240206CFC, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

### **II. TERM AND DELIVERY**

A. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for a one (1) year period. Upon mutual written agreement of the Parties, there may be an option to renew the agreement for up to three (3), additional, one (1) year periods. The effective date shall be September 1, 2024.

- 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 services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization 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 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, [PRRCustodian@leegov.com](mailto:PRRCustodian@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.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

#### **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. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the 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. CONTRACT TERMINATION**

- A. MATERIAL BREACH A Vendor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Vendor or any of the Vendor's property and such appointment endangers the Vendor's proper performance hereunder; 6. A determination that the Vendor is in violation of federal, state, or local laws or regulations and that such determination renders the Vendor unable to perform any aspect of the Agreement.

- B. **OPPORTUNITY TO CURE** In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Vendor may have a period of time in which to cure. The County is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the breach remains after Vendor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving future solicitations or other opportunities; 6. Require Vendor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.
- C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

- D. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.
- E. 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. 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.

## **XV. 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. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday.
- I. Any notices of default or termination shall be sufficient if sent by the parties via email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Sara Terry  
 Title: Municipal Contract Specialist  
 Address: 1405 Highway 136 West  
Henderson, KY 42419  
 Telephone: (828) 729-7557  
 Facsimile: \_\_\_\_\_  
 Email: bms-bids@brenntag.com

County's Representative

Name: Mary Tucker  
 Title: Procurement Management Director  
 Address: P.O. Box 398  
Fort Myers, FL 33902  
 Telephone: (239) 533-8881  
 Facsimile: (239) 485-8383  
 Email: [mtucker@leegov.com](mailto:mtucker@leegov.com)

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

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

WITNESS:

**BRENNTAG MID-SOUTH, INC.**

Signed By: *Sandra L. Littrell*

Print Name: Sandra L. Littrell

Signed By: *Chad Massie*

Print Name: Chad Massie

Title: President

Date: May 29, 2024

**LEE COUNTY**

**BOARD OF COUNTY COMMISSIONERS**

**OF LEE COUNTY, FLORIDA**

DocuSigned by:  
Signed By: *Mike Greenwell*  
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Print Name: Mike Greenwell

Title: Chair

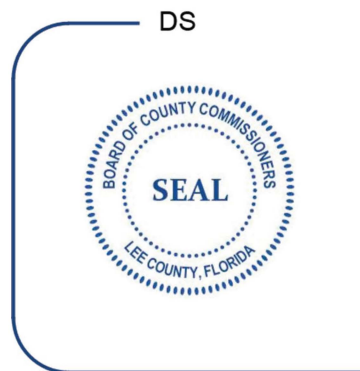
Date: 8/8/2024 | 9:21 AM EDT

**ATTEST:**  
**CLERK OF THE CIRCUIT COURT**

DocuSigned by:  
BY: *Melissa Butler*  
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**DEPUTY CLERK**

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

DocuSigned by:  
BY: *Amanda L. Swindle*  
EC9B5A5684DD473...  
**OFFICE OF THE COUNTY ATTORNEY**



## **EXHIBIT A**

### **SCOPE OF WORK AND SPECIFICATIONS**

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#### **SCOPE OF WORK AND SPECIFICATIONS**

##### **1. GENERAL SCOPE OF WORK**

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to furnish and deliver Sodium Hypochlorite Solution (Minimum 12.5 Trade Percent Available Chlorine) on an as needed basis for use at Lee County Utilities water and wastewater treatment facilities.

##### **2. TECHNICAL SPECIFICATIONS**

- 2.1. All products shall be provided exactly as specified. Any other variations will not be accepted.
- 2.2. The Vendor shall conform to any and all State and Federal regulations pertaining to Occupational Safety and Health regarding chemicals, and to assist the County in doing so pursuant to Chapter 442 F.S.

##### **2.3. Description**

- 2.3.1. The Vendor shall furnish liquid sodium hypochlorite (Minimum 12.5 Trade Percent Available Chlorine) F.O.B destination in accordance with the American Water Works Association (AWWA's) Standard B300-10 (or the latest revision available at the time of bid) for hypochlorite, except as modified or supplemented herein.

##### **2.4. Physical Properties**

- 2.4.1. Tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects. It is the responsibility of the Vendor to inform the 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.
- 2.4.2. Minimum of 120 Grams per Liter (GPL) available chlorine equivalent.
- 2.4.3. Gallons required to obtain 1 lb. of chlorine: .96 – 1.0 gallon.
- 2.4.4. Product shall be a clear straw colored liquid with no visible cloudiness, impurities or sediment.
- 2.4.5. Minimum of 0.1 percent by weight sodium hydroxide and a maximum of 0.5 weight percent sodium hydroxide.
- 2.4.6. Iron content: <0.3 mg/L
- 2.4.7. Copper content: <0.03 mg/L
- 2.4.8. Nickel content: <0.03 mg/L
- 2.4.9. Chlorate content: <2,000 mg/L
- 2.4.10. Bromate content: < 20 mg/L
- 2.4.11. Perchlorate content: <10 mg/L
- 2.4.12. Suspended solids shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" Method developed by Novatek.

##### **2.5. Packaging – Bulk delivery, gallons**

- 2.5.1. Packaging shall conform to all applicable federal and state standards.

##### **3. DELIVERY REQUIREMENTS**

- 3.1. Shipments shall be F.O.B destination and received between the hours of 8:00 AM and 4:00 PM, Monday through Friday, within three (3) calendar days after verbal or written receipt of order from the County. Highpoint Wastewater Treatment Plant (WWTP) and Lift Station 2291, deliveries are by appointment only, Monday through Friday, between the hours of 8:00 AM and 4:00 PM, within three (3) calendar days after verbal or written receipt of order from the County.
- 3.2. The County reserves the right to add or delete delivery sites at its discretion at any time throughout the term of this agreement.
- 3.3. Delivery driver must present a photo I.D. upon delivery. The I.D. must show that the driver is an employee of either the Vendor or trucking company. All personnel making deliveries must wear the appropriate personal

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protective equipment (PPE) as required by the Safety Data Sheets (SDS) and/or Occupational Safety and Health Administration (OSHA).

- 3.4. The Vendor's truck must be equipped to safely handle and unload product(s).
- 3.5. The County 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.
- 3.6. Vendor shall make "normal" deliveries within three (3) calendar days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the County from running out of Sodium Hypochlorite in less than 24 hours. The County will endeavor to minimize the number of "emergency" deliveries.
- 3.7. The Vendor shall be responsible for any spills resulting from the failure of the Vendor or the Vendor's subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties.
- 3.8. Proper performance shall require the Vendor's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.
- 3.9. The Vendor's tank or trailer 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. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Vendor and shall be clean and free from contaminating material. The Vendor shall supply the equipment to offload the chemical from their truck, (i.e. pumps, flexible hoses, etc.). The Vendor shall connect to our permanent fill piping that fills our Bulk tanks. The County may reject a load if the equipment is not properly cleaned.
- 3.10. The Vendor shall furnish the County an approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. 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 liquid sodium hypochlorite. If the spill is not cleaned up, the County will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Vendor and deducted from the amount due to the Vendor. If the spillage is not the fault of the Vendor or its subcontractor, the Vendor shall be relieved of cleanup of the spill.

#### 4. QUALITY TESTING

- 4.1. At the sole discretion of the County, the Vendor's delivery personnel (driver) may be asked to collect a sample of hypochlorite before the shipment is unloaded. In this case, the County will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to the County. The sample shall be considered representative of the lot.
- 4.2. The County reserves the right to subject samples of the hypochlorite to quick analyses to ensure that it meets the basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by the County that fails to comply with the specifications shall constitute grounds for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The Vendor or its subcontractors shall allow 45 minutes for this testing to be completed. If testing cannot be completed within the 45-minute period, the County will allow the Vendor to unload the shipment.
- 4.3. The County reserves the right to subject samples of the hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-10 specifications (or most current standards at the time of the bid) and the supplemental specifications included with this document. Repeat failures to comply with these specifications shall constitute grounds for cancellation of the contract between the County and the Vendor.

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4.4. A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery to the County.

The report shall contain the following data:

- 4.4.1. Date and Time of Manufacture
- 4.4.2. Percent by Weight (Sodium Hypochlorite and excess Sodium Hydroxide)
- 4.4.3. Specific Gravity (Referenced to a temperature)
- 4.4.4. Suspended Solids Test Time

4.5. No deliveries will be accepted by the County unless accompanied by said certified laboratory report for the specific batch of sodium hypochlorite delivered showing the above data and it conforms to the required specifications.

## 5. DELIVERY BAG FILTER ON TANK FILL LINES

5.1. Vendor shall supply and change the bag filter prior to offloading every load. All the delivery locations have a bag filter, Hayward Filter # FLT-2202 and filter bag No. 2 (7" times 32"). The cost for these bags will be part of the overall cost per gallon of sodium hypochlorite.

## 6. DELIVERY LOCATIONS, CONTACTS, DELIVERY AMOUNTS/REQUIREMENTS

### 6.1. Section 1 - Tanker Truck Deliveries

<b>Corkscrew Water Treatment Plant</b>	16101 Alico Road, Ft. Myers, FL 33913	Phone:	(239) 267-8228	Estimated 1,000 - 5,000 gals per delivery 20' 2 inch hose is required
		Fax:	(239) 267-8268	
		Contact:	Nicholas Horvath	
<b>Olga Water Treatment Plant</b>	1450 Werner Drive, Alva, FL 33920	Phone:	(239) 694-4038	Estimated 1,000 - 5,000 gals per delivery 20' 2 inch hose is required
		Fax:	(239) 694-2370	
		Contact:	Dan Smith	
<b>North Lee County Water Treatment Plant</b>	18250 Durance Road, North Fort Myers, FL 33917	Phone:	(239) 567-2181	Estimated 1,000 - 5,000 gals per delivery 20' 2 inch hose is required
		Fax:	(239) 567-2184	
		Contact:	Craig Bell	
<b>Pinewoods Water Treatment Plant</b>	11950 Corkscrew Rd., Estero, FL 33928	Phone:	(239) 992-1319	Estimated 1,000 - 5,000 gals per delivery 20' 2 inch hose is required
		Fax:	(239) 992-5875	
		Contact:	Alan Shoap	
<b>Green Meadows Water Treatment Plant</b>	16003 Airport Haul Rd., Fort Myers, FL 33913	Phone:	(239) 533-3803	Estimated 1,000 - 5,000 gals per delivery 20' 2 inch hose is required
		Fax:	(239) 533-3888	
		Contact:	Juan Quintero	

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<b>Fiesta Village Wastewater Treatment Plant</b>	1366 San Souci Drive Fort Myers, FL 33919	Phone:	(239) 533-3130	Estimated 1,000 - 5,000 gals per delivery 30' 2 inch hose is required
		Contact:	Zack Munoz	

<b>Fort Myers Beach Water Reclamation Facility</b>	17155 Pine Ridge Road Fort Myers, FL 33908	Phone:	(239) 533-3132	Estimated 1,000 - 5,000 gals per delivery 35' 2 inch hose is required
		Contact:	Igor Gutin	

<b>Gateway Wastewater Treatment Plant</b>	13265 Soccer Drive Fort Myers, FL 33913	Phone:	(239) 768-3392	Estimated 1,000 - 5,000 gals per delivery 20' 2 inch hose is required
		Contact:	John Hollingsworth	

<b>Pine Island Wastewater Treatment Plant</b>	6928 Stringfellow Rd. St. James City, FL 33956	Phone:	(239) 533-5697	Estimated 500- 700 gals per delivery 20' 2 inch hose is required
		Contact:	Zack Munoz	

<b>Three Oaks Water Reclamation Facility</b>	18521 Three Oaks Pkwy., Fort Myers, FL 33967	Phone:	(239) 267-0387	Estimated 1,000 - 5,000 gals per delivery 20' 2 inch hose is required
		Contact:	Tom White	

## 6.2. Section 2 – Small Truck Deliveries

<b>High Point Wastewater Treatment Plant</b>	9001 Sedgefield Road. North Fort Myers, FL 33917	Phone:	(239) 768-3392	Estimated 150 - 250 gals per delivery 40' 2 inch hose is required
		Contact:	John Hollingsworth	

<b>Lift Station 2291</b>	11981 Kelly Cove Dr. Fort Myers/Iona, FL 33908	Phone:	(239) 693-2992-213	Estimated 1,000 - 5,000 gals per delivery 30' 2 inch hose is required
		Fax:	(239) 693-6453	
		Contact:	Rich Sims	

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**6.3. Estimated Annual Usage**

6.3.1.Total Estimated Annual Usage: Approximately 1,400,000 gallons

6.3.2.Section 1 – Tanker Truck Deliveries – Approximately 1,390,000 gallons per year

6.3.3.Section 2 – Small Truck Deliveries – Approximately 10,000 gallons per year

**7. TRAINING SESSIONS**

7.1. The Vendor shall provide, at no additional cost to the County, two 4-hour training sessions each year, which 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.

7.2. The training sessions will be held in one central location in Lee County which will be determined the County. The Vendor shall be responsible for travel, lodging, meals and training materials costs.

**8. PERSONNEL**

8.1. The Vendor shall appoint a person or persons to act as 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.

End of Scope of Work and Specifications Section



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## SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

### 1. CONTRACT TERM

- 1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for a one (1) year period. There may be an option to extend this contract as specified in the Scope of Work or specifications upon the approval of both the County and the Vendor at the time of extension or renewal for up to three (3), additional one (1) year periods.

### 2. BASIS OF AWARD

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

### 3. LOCAL PREFERENCE

- 3.1. The Lee County Local Vendor Preference shall be included as part of the award process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified Local Vendor.

### 4. REQUIRED SUBMITTALS

- 4.1. Vendor is requested to provide with bid submittal the below items. The County reserves the right to request additional documentation of clarification at any point prior to award and during term of Agreement, inclusive of any renewals. Failure to provide requested submittal documents in a timely manner, at the sole discretion of the County, may deem Vendor non-responsive and ineligible for award, renewal, or continuation of services.
  - 4.1.1. Spill response policy and procedures
  - 4.1.2. A product data sheet as written proof of conformance as required in technical specifications
  - 4.1.3. Current Safety Data Sheets (SDS)
  - 4.1.4. Primary contact number and name and 24/7 emergency number
  - 4.1.5. Affidavit of compliance with NSF-60 and AWWA B300-10 (or most current standards at the time of the bid submission)
  - 4.1.6. Written proof of approval by the National Sanitation Foundation (NSF) as applicable
  - 4.1.7. Third party laboratory analysis of sodium hypochlorite sample
    - 4.1.7.1. Vendors shall have an analysis conducted by a third party laboratory prior to submitting their bid package. A certified analysis report from the third party laboratory analysis should be submitted to the County with the bid package.
      - 4.1.7.1.1. Vendors shall submit for analysis a 1500 ml "chilled" sample of their product representative of their manufacturing process to any State lab that can provide the required testing. The laboratory shall ascertain whether the Bidder's product is in compliance with this specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate and suspended solids (based on Filter Test Time). The cost of the analysis shall be borne by Vendor. Failure to submit a certified analysis report or meet the requirements of the specification may result in the Vendor being disqualified from bidding on this product.
    - 4.1.7.2. Sampling and testing shall be in accordance with EPA and AWWA B300-10 (or most current standards at the time of the bid) and in accordance with the documents titled, "The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, and Sodium Chlorate in Liquid Bleach" and "Suspended Solids Quality Test for Bleach Using Vacuum Filtration", distributed by Powell Fabrication and Manufacturing, Inc. and available at <http://www.powellfab.com>.

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**5. TAXABLE CHEMICALS**

- 5.1. If applicable, according to Internal Revenue Code Section 4661, Imposition of Tax, Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All bidders should include in their bids, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.
- 5.2. If taxable chemicals are applicable, Vendor shall provide backup documentation with invoice to support paid tax requirements by Lee County in accordance with the Internal Revenue Code 4661.

End of Special Conditions Section



Procurement Management Department  
 2115 Second Street, 1<sup>st</sup> Floor  
 Fort Myers, FL 33901  
 Main Line: (239) 533-8881  
 Fax Line: (239) 485-8383  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

Posted Date: March 22, 2024

Solicitation No.: B240206CFC

Solicitation Name: Sodium Hypochlorite for Water & Wastewater Facilities

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

## 1. CLARIFICATION

Those individuals/firms interested in being considered for this solicitation are instructed to submit, in accordance with specifications, their Bids, pertinent to this project prior to

2:30 PM Wednesday, April ~~10~~ 17, 2024

to the office of the Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, FL 33901. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the solicitation name, solicitation number, bidder name, and contact information as identified in these solicitation documents.

## 2. QUESTIONS/ANSWERS

1.	What terms apply to this bid?
Answer	<p><b>The language referenced in 26.2 are the standard terms and conditions used for the County's solicitation. It states, "Unless otherwise stated in the scope of work, specifications, or special conditions ..." This means that the term in the Special Conditions will take precedence.</b></p> <p><b>SPECIAL CONDITIONS</b></p> <p><b>1. CONTRACT TERM</b></p> <p><b>1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for a one (1) year period. There may be an option to extend this contract as specified in the Scope of Work or specifications upon the approval of both the County and the Vendor at the time of extension or renewal for up to three (3), additional one (1) year periods.</b></p>
2.	Please clarify the correct the due date.
Answer	<b>Please see the above clarification.</b>
3.	I'm trying to determine, want packaging type? Gallons? Totes? 55 Gallon drums? other? Please advise.
Answer	<b>Packaging – Bulk Delivery, gallons. The County facilities that utilize these services have large scale operations that require bulk deliveries. Details on packaging,</b>

	delivery requirements and estimated amounts can be found in sections 2.5, 3, and 6 of the Scope of Work and Specifications, which begins on page 18 of the solicitation package.
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BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

*Cledwin Chin*

Analyst Name

Procurement Analyst Direct Line: 239-533-8830

Lee County Procurement Management



Procurement Management Department  
 2115 Second Street, 1<sup>st</sup> Floor  
 Fort Myers, FL 33901  
 Main Line: (239) 533-8881  
 Fax Line: (239) 485-8383  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

Posted Date: April 10, 2024

Solicitation No.: B240206CFC

Solicitation Name: Sodium Hypochlorite for Water & Wastewater Facilities

Subject: Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENTS

- ATTACHMENT 1 - B200320DWJ Bid Tabulation

2. QUESTIONS/ANSWERS

1.	Could you please provide the previous bid tabulations for the previous Sodium Hypochlorite bid? Or at least the current supplier and price?
Answer	Please see the attached Bid Tabulation from B200320DWJ. Contracts and pricing information can be found at <a href="https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=5452&amp;fn=Project2020-05-22T11_42_07.xml">https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=5452&amp;fn=Project2020-05-22T11_42_07.xml</a>

**BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.**

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.**

*Olewin Chin*

Analyst Name

Procurement Analyst Direct Line: 239-533-8830

Lee County Procurement Management

**EXHIBIT B**  
**FEE SCHEDULE**

The Vendor is the secondary vendor for the line items listed below. The County shall contact the primary vendor first for orders. If the primary vendor is unable to fulfill the need or meet the timeline required, the County may contact the secondary vendor. Products are to be charged in accordance with the unit prices provided below.

SECONDARY VENDOR FOR THE FOLLOWING ITEMS:

Description	Unit of Measure	Unit Price
Sodium Hypochlorite Solution 12.5%	Gallons	\$1.69

## EXHIBIT C

### INSURANCE REQUIREMENTS



#### Lee County Insurance Requirements

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' 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, 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 FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. 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."***



## Lee County 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. **Under the Description of Operations, the following must read as listed:**

*"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."*

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida  
P.O. Box 398  
Fort Myers, Florida 33902

### **Special Requirements:**

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.



**EXHIBIT D**  
**VENDOR BACKGROUND SCREENING AFFIDAVIT**



**VENDOR BACKGROUND  
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

**Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit.** I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: May 29, 2024

  
\_\_\_\_\_  
Signature

STATE OF KY  
COUNTY OF Henderson

Chad Massie, President  
\_\_\_\_\_  
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 29 day of May, 2024, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: \_\_\_\_\_

Type of Identification

[Stamp/seal required]

Sandra L. Littrell  
Notary Public, KY State at Large  
KYNP # 42481  
My Commission Expires: 1/22/26

  
\_\_\_\_\_  
Signature, Notary Public