

B260073SAG
Purchase of Sulfuric Acid- Annual
Interacid North America, Inc

E1 Contract # N/A- PO

AGREEMENT FOR PURCHASE OF SULFURIC ACID-ANNUAL

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 Interacid North America, Inc, a Florida corporation, whose address is 10210 Highland Manor Drive, Tampa, FL 33610, and whose federal tax identification number is 59-3424337, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase of Sulfuric Acid from the Vendor in connection with "Purchase of Sulfuric Acid" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B260073SAG on March 10th, 2026, (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 June 4th, 2026; 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 the Scope of Work and Specifications Section of B260073SAG, 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 the Solicitation No. B260073SAG, as modified by its addendum, a copy of which is on file with the County's Department of Procurement Management and is 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 through the delivery of the Purchase and the associated warranty period as further described in this Agreement for a one (1) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for up to three (3), one (1) year terms. The effective date shall be August 4, 2026.

- 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; <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. 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: Brent Shonka
 Title: President
 Address: 10210 Highland Manor Drive
Tampa, FL 33610
 Telephone: (813) 225-2000
 Facsimile: (813) 225-1001
 Email: contract@interacidna.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

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. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.

M. 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

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

WITNESS:

Interacid North America, Inc.

Signed By: Katie Bain

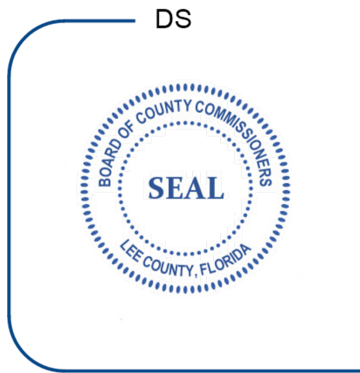
Signed By: Brent Shonka

Print Name: Katie Bain

Print Name: Brent Shonka

Title: General Manager / President

Date: June 17, 2026



LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

Signed by: Cecil Pendergrass
773513F34F2140B...

Print Name: Cecil Pendergrass

Title: County Commissioner- Chairman

Date: 8/6/2026 | 4:27 PM EDT

ATTEST:
CLERK OF THE CIRCUIT COURT

Signed by: Andrea Eggen
7EB7DBAGC6614A0...

DEPUTY CLERK

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

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

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide and deliver 93.19% - 95% of Sulfuric Acid to Lee County Water Treatment Facilities on an as needed basis.

2. TECHNICAL SPECIFICATIONS

- 2.1. The Vendor shall furnish liquid sulfuric acid, 93.19% minimum, 95% maximum 66 degree Baume solution, in accordance with ANSI/NSF standard 60 requirements, except as modified or supplemented herein. Product shall meet or exceed all industry standards for quality control. All products shall be provided exactly as specified. Any variations will not be accepted.
- 2.2. Sulfuric Acid shall be 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 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.

3. ORDERING AND DELIVERY REQUIREMENTS

- 3.1. Shipments shall be Free on Board (FOB) destination and received between the hours of 8:00 AM and 4:00 PM EST., Monday through Friday. No deliveries shall occur on weekends.
- 3.2. After a verbal communication or e-mail receipt of order from the County, Sulfuric Acid shall be delivered no later than 3 business days after the order has been placed.
- 3.3. The County may place an order for an "Emergency" delivery. An emergency delivery is defined as a delivery which is necessary in order to prevent the County from running out of Sulfuric Acid. The Vendor shall provide emergency deliveries within 24 hours of the request. The County shall endeavor to minimize the number of "emergency" deliveries.
- 3.4. The County reserves the right to refuse a delivery if that delivery is not in the proper timeframe, improper, malfunctioning or poorly maintained equipment is being used to offload the delivery, and/or improper safety precautions are not being met by the Vendor.

- 3.5. With each delivery, the Vendor shall provide a certificate of analysis. Certification shall include, but not be limited to:
- Clarity percentage (%), iron parts per million (ppm) and sulfuric acid percentage (%).
 - Meets the American National Standards Institute (ANSI) and National Sanitation Foundation Standard 60 (NSF).
- 3.6. 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).
- 3.7. The Vendor shall conform to all State and Federal regulations pertaining to Occupational Safety and Health according to Chapter 442 of the Florida Statute.

4. SAFETY STANDARDS AND REQUIREMENTS

- 4.1. Packaging for Sulfuric Acid shall conform to all applicable federal and state standards.
- 4.2. The Vendor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of its delivery personnel in the proper performance of their duties.
- 4.3. The vendor shall be responsible for any damage to the bulk storage tanks due to over pressurization during the filling process. Extreme care must be taken during offloading to ensure that the proper pressures are used during the filling process. Increasing pressure to speed up the delivery process is not acceptable.
- 4.4. The Vendor's delivery personnel shall constantly inspect and observe all unloading operations. Delivery personnel shall be knowledgeable in how they respond to problems or emergencies that could most commonly occur.
- 4.5. The Vendor's tanks or trailers shall be clean and free of residue that may contaminate the product or impede the unloading process. It is the Vendor's responsibility to verify the cleanliness of the transporting equipment prior to loading.
- 4.6. 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.
- 4.7. The County may reject a load of Sulfuric Acid if the equipment being used by the Vendor is not properly cleaned. The Vendor shall furnish the County an approved, leak-free connection device between the trailer and the County's intake receptacle.

- 4.8. The Vendor shall observe the entire filling process 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 as a result of the filling operation. Should the Vendor not clean up the spill, the 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.
- 4.9. If the 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.

5. DELIVERY LOCATIONS, CONTACTS, DELIVERY AMOUNTS

Delivery Location	Delivery Amounts/Requirements
North Lee County WTP 18250 Durrance Road Fort Myers, FL 33902	Estimated 1,000– 3,000 gals per delivery 20' 2 inch hose is required
Pinewoods WTP 11950 Corkscrew Rd Estero, FL 33928	Estimated 1,000 – 3,000 gals per delivery 20' 2 inch hose is required
Green Meadows WTP 16003 Airport Haul Rd Fort Myers, FL 33913	Estimated 1,000 – 3,000 gals per delivery 20' 2 inch hose is required

6. TRAINING SESSIONS

- 6.1. The Vendor shall 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 breach of the contract.
- 6.2. The training sessions shall be held in one central location within Lee County, which will be determined by the County. The Vendor shall be responsible for travel, lodging, meals and training materials costs.

End of Scope of Work and Specifications Section

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. 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. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for up to three (3) one-year terms. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

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. Bid prices are to be based on firm prices delivered FOB Destination. Quantities are estimated and for evaluation purposes only. No work or order amount is guaranteed and unit price per gallon shall be contracted amount.
- 2.2. It is the County's intent to award to a Primary and Secondary Vendor. When awards are made to multiple Vendors the County reserves the right to assign a status of Primary, Secondary, and or Tertiary, as applicable. The Primary Vendor will be the first contact. If the Primary is unable to fulfill the need or meet the timeline required, the Secondary followed by the Tertiary, would be the next order of contact. Additionally, the order of the award can be changed, due to deficient or non-compliant performance.

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/DOCUMENTATION

- 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, name and 24/7 emergency number.
- 4.1.5. Affidavit of compliance with ANSI and AWWA B 510-012 (most current standards at the time of the bid).
- 4.1.6. Written proof of approval by the National Sanitation Foundation as applicable.
- 4.1.7. Third party laboratory analysis or QC Certification of Acceptance for all Chemicals listed herein.
- 4.1.8. List of all depot locations for product and alternate sites in the event of a disaster that closes down the primary depot.

End of Special Conditions Section



Solicitation No.: B260073SAG

Solicitation Name: Purchase of Sulfuric Acid- Annual

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. OPEN DATE/ BID DUE DATE EXTENSION NOTICE:

FROM: APRIL 13, 2026, AT 2:30 PM

TO: APRIL 28, 2026, AT 2:30 PM

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.

A handwritten signature in black ink that reads "Shelby Guttery".

Shelby Guttery
Procurement Analyst Direct Line: 239-533-8839
Lee County Procurement Management

EXHIBIT B
FEE SCHEDULE

Interacid North America Inc.			
Line#	Description	UOM	Unit
1	Sulfuric Acid	GAL	<u>\$3.68</u>

EXHIBIT C

INSURANCE REQUIREMENTS



Lee County Insurance Requirements
Includes Pollution Liability

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
- d. **Pollution Liability** – Covering property loss and liability arising from pollution-related damages, for sites that have been inspected and found uncontaminated. Transporter moving hazardous products or waste as cargo aboard the transporter's truck:
 - \$1,000,000 bodily injury / property damages / cleanup, including wrongful delivery

****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."***

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**Lee County Insurance Requirements
Includes Pollution Liability**

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.

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