

**FIXED UNIT PRICE  
ANNUAL REQUIREMENTS AGREEMENT**

**THIS AGREEMENT** is made and becomes effective on the 1<sup>st</sup> day of October 2021, between **THE CITY OF LEESBURG**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **ODYSSEY MANUFACTURING COMPANY**, whose address is 1484 Massaro Blvd., Tampa, Florida 33619 (hereinafter referred to as the "CONTRACTOR").

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

**1. Contract Documents.**

The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents:

- A. This Agreement; and
- B. Solicitation Package for Invitation for Bid (IFB) 210241 – Liquid Sodium Hypochlorite; and
- C. The CONTRACTOR'S response to IFB 210241 made electronically on August 27, 2021 at 12:57:24 PM.

**2. Commodity.**

The CONTRACTOR shall provide and deliver the following Product: **Liquid Sodium Hypochlorite 12.5%** as specified in accordance with **ATTACHMENT "A"**. Nothing herein shall limit the CITY'S right to obtain this Product from other contractors.

**3. Firm Fixed Unit Price.**

The Unit Price for the Product provided under this Agreement will be fixed at **\$0.75 per gallon delivered**. This Unit Price will be firm for the initial period of the Agreement.

The Unit Price for the Product will not exceed this amount unless the CITY has executed an Amendment to the Agreement approving an increase. Said price includes all labor, equipment, materials and delivery.

Increases will be requested by the CONTRACTOR as stipulated in the Cost Adjustment clause in this Agreement.

**4. Cost Adjustment.**

Pricing for any Renewal Terms will be subject to an adjustment only if increases in the industry can be documented. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year.

The CONTRACTOR is responsible for requesting any Price Adjustment during the Contract renewal process. Any requested price increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the then current Contract term. Any approved Price Adjustment will become effective when the Contract is extended by written Amendment.

The CITY may, after examination, refuse to accept the requested Price Adjustment if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Agreement will not be renewed.

#### **5. Term and Termination.**

The initial term of this Agreement shall be from date of award through September 30, 2024, and includes an option to renew the agreement for an additional period not to exceed an aggregate of three (3) additional years or until the terms and conditions of this Agreement, including, but not limited to, its Scope of Services, have been completed, whichever occurs first, as determined by the CITY. All or part of this Agreement may be terminated by the CITY for its convenience on fifteen (15) days written notice to the CONTRACTOR. In such event, the CONTRACTOR will be entitled to compensation for services competently performed up to the date of termination.

#### **6. Termination for Convenience.**

The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

#### **7. Termination for Default.**

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's show cause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the

Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

#### **8. Use by Other Entities (Piggyback).**

This Agreement is intended to apply for the benefit of governmental entities as though they were expressly named throughout the Contract Documents. Each entity may purchase from the CONTRACTOR under the same terms and conditions of the Agreement with the City of Leesburg, in accordance with each entity's respective laws and regulations. Individual using entities will be responsible for their product ordering and payment of invoices.

#### **9. Labor and Materials.**

The CONTRACTOR shall furnish all labor, material, and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material,

workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

**10. Insurance.**

The CONTRACTOR will maintain throughout this Agreement the following insurance:

- A.** The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
- B.** All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- C.** The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractor's work.
- D.** The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- E.** The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
- F.** All liability insurance, except professional liability, shall be written on an occurrence basis.
- G.** The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- H.** Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- I.** Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- J.** The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

**City of Leesburg  
Attention: Mike Thornton, Purchasing Manager  
P.O. Box 490630  
Leesburg, Florida 34749-0630**

**K.** The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.

**L.** The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.

**M.** The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.

**N.** The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

**11. Indemnification.**

The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Contract; or the negligence of the CONTRACTOR in the performance of its duties under this Contract, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Contract, or through the negligence of the CONTRACTOR in the performance of its duties under this Contract, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

**12. Codes, Laws, and Regulations.**

CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

**13. Permits, Licenses, and Fees.**

CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services.

**14. Public Records Retention.**

CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR 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 CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.**

**15. Access to Records.**

CONTRACTOR will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during CONTRACTOR'S normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

**16. Contingent Fees Prohibited.**

The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

**17. Acceptance of Goods or Services.**

The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or services(s) is (are) accepted by the

CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

#### **18. Payment.**

All invoices shall contain the purchase order number, date and location of delivery provided quantity of services, CITY pay item number, item description and confirmation of acceptance of the delivery by the appropriate CITY representative. Failure to submitted invoices in the prescribed manner will delay payment. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

#### **19. Ownership of Documents.**

All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

#### **20. Independent Contractor.**

The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment

tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

**21. Assignment.**

Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

**22. No Third-Party Beneficiaries.**

This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

**23. Jurisdiction.**

The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

**24. Force Majeure.**

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

**25. Nonappropriation.**

The CONTRACTOR understands and agrees that this Contract is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a "nonappropriation" shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Contract, from the source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under this Contract. The CITY may terminate this Contract, with no further liability to the CONTRACTOR, effective the first day of a fiscal period provided that:

- (a) A nonappropriation has occurred, and
- (b) The CITY has provided the CONTRACTOR with written notice of termination, not less than fifteen (15) days before the proposed termination date.



Upon the occurrence of such nonappropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

**26. Contact Person.**

The primary contact person under this Agreement for the CONTRACTOR shall be PATRICK ALLMAN, General Manager. The primary contact person under this Agreement for the CITY shall be AL PURVIS, Chief Plant Operator.

**27. Approval of Personnel.**

The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

**28. Disclosure of Conflict.**

The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

**29. Risk of Loss.**

The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possessions of such property by the ONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

**30. Employment Eligibility.**

The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of al newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, of if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the

Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

**31. Illegal Alien Labor.**

CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is following the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

Counterparts.

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

**32. Authority to Obligate.**

Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[ *Signature page follows.* ]

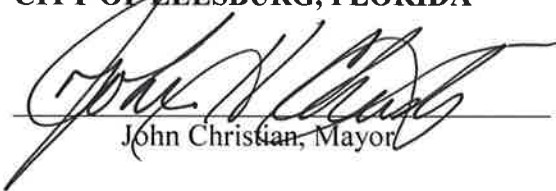
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the respective dates under each signature.

**ODYSSEY MANUFACTURING COMPANY**


By:   
Patrick Allman (Sep 21, 2021 18:05 EDT)

Its: General Manager  
(Title)

**CITY OF LEESBURG, FLORIDA**

  
John Christian, Mayor

ATTEST:

  
J. Andi Purvis, City Clerk

Approved as to form:

  
Fred A. Morrison, City Attorney

## ATTACHMENT "A"

### SAFETY

CONTRACTOR must meet or exceed all requirements of the: Federal Occupational and Safety Health Act (OSHA) of 1970 and current amendments thereto for all phases of operation, protection, maintenance and handling; Department of Transportation (ICC) Regulations for Storage and Transportation; and State of Florida Regulations for Sewer/Water Treatment Plant and SAF Regulations.

Safety Data Sheet - In compliance with Florida's Occupational Health and Safety Statute (Chapter 442), the CONTRACTOR shall furnish a Safety Data Sheet (SDS) with the initial delivery (one-time basis). The SDS must include the following information:

- The chemical and common names of the toxic substance;
- The hazards of risks in the use of the toxic substance;
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure/overexposure to the toxic substance;
- The emergency procedure for spills, fire disposal and first aid;
- A description (in lay terms) of the known specific potential health risks posed by the toxic substance;
- The year and month (if available) the SDS information was compiled and the name, address, and emergency telephone number of the manufacture responsible for preparing the information.
- Written certification that any SDS so provided is current, accurate, complete, and in full compliance with the law. The parties hereby stipulate that, as between them, the foregoing matters are important and material and that any breach of the terms of this provision is a material breach of this contract.

Emergency Contact - CONTRACTOR must provide a contact person and a telephone number for emergency response on a 24-hour basis.

CONTRACTOR is responsible for complying with all federal, state and local laws concerning fulfilling its obligations for manufacture and delivery of chlorine.

CONTRACTOR must deliver chlorine within four (4) working days or LESS upon receiving order.

### DELIVERY REQUIREMENTS

The CONTRACTOR will make "normal" deliveries within 48 hours 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 CITY Water/Wastewater Department from running out of sodium hypochlorite in less than 24 hours. The CITY

## ATTACHMENT "A"

Water/Wastewater Department shall endeavor to minimize the number of "emergency" deliveries.

All deliveries of liquid sodium hypochlorite shall be freight prepaid, F.O.B. to the nine (9) locations as identified in 3.3 below. The sites have limited access and smaller than normal Transportation/delivery equipment may be required.

The Nine (9) delivery locations and associated storage tanks, volumes and daily estimated usage are as follows:

- a) Main Water Treatment Plant, 223 South 5th Street, Leesburg, Florida 34748  
Three 1,050 Gallon Tanks                      Daily Usage: 225 Gallons
- b) Airport Water Treatment Facility, 32733 Echo Drive, Leesburg, Florida 34748  
Two 275 Gallon Tanks                      Daily Usage 45 Gallons
- c) Mall Water Treatment Facility, 10399 US HWY 441, Leesburg, Florida 34748  
Two 550 Gallon Tanks                      Daily Usage 50 Gallons
- d) Highlands Lakes Water Treatment Facility, 26800 Cash Court, Leesburg, Florida 34748.  
Two 600 Gallon Tanks                      Daily Usage: 40 Gallons
- e) Plantation Water Treatment Facility, 25400 Glen Eagle Drive, Leesburg, Florida 34748  
Two 1550 Gallon Tanks                      Daily Usage 50 Gallons
- f) Royal Highlands Water Treatment Facility, 21747 Royal Saint George Lane, Leesburg, Florida 34748.  
Two 500 Gallon Tanks                      Daily Usage: 45 Gallons
- g) Turnpike Wastewater Reclamation Facility (Reuse), 1600 CR 470, Okahumpka, Florida 34762.  
Two 1,600 Gallon Tanks                      Daily Usage: 125 Gallons
- h) Canal Street Wastewater Reclamation Facility, 628 North Canal Street, Leesburg, Florida 34748  
Three 9,500 Gallon Tanks                      Daily Usage: 328 Gallons
- i) Turnpike Wastewater Reclamation Facility, 1600 CR 470, Okahumpka, Florida 34762.  
Two 5,000 Gallon Tanks                      Daily Usage: 419 Gallons

## ATTACHMENT "A"

Sites listed above may be amended by the CITY by providing written notice to the CONTRACTOR detailing any changes. Notice by confirmed electronic mail is acceptable.

Delivery time of day shall be arranged upon placement of order and shall be between the hours of 8:00 A.M. and 2:00 P.M. Requests to deviate from this schedule must be confirmed with CITY representatives 48 hours prior to the scheduled delivery and must conform to the delivery conditions set forth in these specifications. Deliveries made to unmanned facilities must be coordinated with CITY representatives so delivery personnel can gain access to the facility.

Packaging and shipment of liquid sodium hypochlorite shall conform to all current regulations of the State of Florida, the United States Department of Transportation and all other applicable regulatory agencies.

All delivery personnel must have sufficient means and equipment to facilitate deliveries to unmanned and manned facilities.

The CITY at its discretion reserves the right to change quantities and delivery dates of any previously scheduled delivery with a 24-hour advance notice.

The CONTRACTOR/representative shall be responsible for pumping liquid sodium hypochlorite into the storage tanks at the delivery site and shall provide all necessary hoses, fittings, air-padding; pumps, etc. required to safely and efficiently "offload" the liquid sodium hypochlorite into designated storage tanks. CONTRACTOR/representative shall furnish a CITY approved, leak-free connection device between the vehicle and CITY's intake receptacle. CONTRACTOR/representative shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of the product into the wrong storage tank(s).

The CONTRACTOR shall be responsible for any spills resulting from the failure of its or its subCONTRACTOR's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties.

Proper performance shall require delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The CITY reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hypochlorite.

An experienced CONTRACTOR representative shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The CONTRACTOR/ representative shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, The CITY will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the CONTRACTOR and deducted from the amount due to that CONTRACTOR. If the CITY's unloading equipment such as pipe, valves or level indication

## ATTACHMENT "A"

and alarms should fail and the spillage is not the fault of the CONTRACTOR or its subCONTRACTOR, the CONTRACTOR shall be relieved of cleanup of the spill.

The transporting equipment shall be clean and free of residue that may contaminate the CONTRACTOR's product or impede the unloading process. It is the CONTRACTOR'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 CONTRACTOR and shall be clean and free from contaminating material. The CITY may reject a load if the equipment is not properly cleaned.

All delivery vehicle drivers shall have a proper commercial driver's license issued through the State of Florida with the proper endorsements for the material(s) being carried.

Delivery Shipments shall be rejected which fail to meet any of the requirements of the Specification. In the event a delivery shipment is rejected, upon notification to the CONTRACTOR that the shipment is rejected, the CONTRACTOR shall be required to ship a replacement delivery to the affected location within four (4) hours from time of notification. Failure to provide replacement product that meets the Specification within the specified time period will constitute failure to comply with the delivery requirements set forth in this document.

### PRODUCT MATERIAL REQUIREMENTS

Hypochlorite supplied to the CITY under any subsequent purchase order resulting from this ITB shall be tested and certified as meeting the Specification, the AWWA Standard B300-99, latest revision 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 CONTRACTOR to inform the CITY that CONTRACTOR's NSF or UL certification has been revoked or lapsed within 24 hours of the time the CONTRACTOR receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the Agreement.

Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 125 Grams per Liter (GPL) available chlorine equivalent (a.k.a., 12.5 Trade Percent Available Chlorine) and shall be consistent as determined by chemical analysis.

The liquid sodium hypochlorite shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment. It shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with the liquid sodium hypochlorite.

Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.40 weight percent sodium hydroxide.

Liquid sodium hypochlorite delivered under this Specification shall have not more than 0.15% insoluble matter by weight.

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Liquid sodium hypochlorite delivered under ITB shall meet the following containment concentration limits:

Iron	< 0.3 mg/L
Copper	< 0.03 mg/L
Nickel	< 0.03 mg/L
Chlorate	< 2,000 mg/L
Bromate	< 20 mg/L

The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the liquid sodium hypochlorite.

The suspended solids in the sodium hypochlorite delivered under any subsequent purchase order 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 co-developed by Dr. Bernard Bubnis of Nova Chem and previously referenced in this Specification.

### QUALITY ASSURANCE, SAFETY AND TRAINING

#### Sampling and Testing

All Sampling and Testing shall be in accordance with EPA and AWWA B300- 99 standards, latest revision 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>.

The approved laboratories are listed below for all sampling and No other Laboratory shall be used unless authorized by the CITY.

Nova Chem Laboratories 5172 College Corner Pike PO Box 608 Oxford, Ohio 45056 Ph: 513-523-3605 Fax: 513-523-4025	Thornton Laboratories 1145 East Cass Street Tampa, Florida 33602 Ph: 813-223-9702 Fax: 813-223-9332	Xenco Laboratories 10200 USA Today Way Miramar, FL 33025 Ph: 305-823-8500
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Sampling and Testing Prior to Unloading: The CONTRACTOR's transportation equipment shall have a sample port to provide a sample for analysis prior to hooking up and transferring the load to a CITY storage tank. At the sole discretion of the CITY's representative, the CONTRACTOR's delivery personnel (driver) may be asked to provide a sample of liquid sodium hypochlorite before transferring the load to a CITY storage tank.

The CITY will supply the sample container and the driver shall collect the sample from the transportation equipment and turn it over to a CITY representative. The sample shall be considered representative of the load.



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The CITY reserves the right to subject samples of the liquid sodium hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids.

The CONTRACTOR or its subCONTRACTORS shall allow 60 minutes for this testing to be completed. If testing cannot be completed within the 60 minute period, the CITY shall allow the vendor to transfer the load.

Any load tested by the CITY that fails to comply with the Specification shall constitute grounds for rejection of that load. In the event that the load is rejected, the CONTRACTOR shall have four (4) hours to supply another shipment. In the event that the CONTRACTOR is unable or unwilling to supply another shipment within this time period, the CITY has the right to procure a shipment from another source. Three rejections of a load or shipment during any period of this purchase order shall constitute grounds for automatic termination of the CONTRACTOR's purchase order from the CITY.

No payment shall be made for sodium hypochlorite that is rejected.

Sampling and Test of Shipment after Unloading: The CITY reserves the right to subject samples of the liquid sodium hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-99 specifications, latest revision, and the Specification. Three failures during any period of the contract Agreement shall constitute grounds for automatic termination of the CONTRACTOR's authority to provide liquid sodium hypochlorite to the CITY.

Certified Analysis: CONTRACTOR shall supply an affidavit with each delivery, signed by a corporate designated official, certifying that the liquid sodium hypochlorite furnished by the CONTRACTOR, complies with all applicable requirements of this Specification and AWWA Standard B300-99, latest revision. The affidavit shall also indicate compliance with Water Chemicals Codex directives, latest revision, for impurity limits.

### **Manufacturer's Laboratory Delivery Reports**

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

The report shall contain the following data:

- Date and Time of Manufacture
- Percent by Weight Sodium Hypochlorite
- Percent by Weight Excess Sodium Hydroxide
- Specific Gravity (Referenced to a temperature)
- Suspended Solids Test Time

No deliveries will be accepted by the CITY unless accompanied by said certified laboratory report for the specific batch of liquid sodium hypochlorite delivered showing the above data and that it conforms to the Specification. Failure to comply with this provision three (3) times

## **ATTACHMENT "A"**

during the Agreement period shall constitute sufficient grounds for termination of the Agreement from the CITY.

### **6.3 Quarterly Reports**

At the issuance of the Agreement and every 90 days, the CONTRACTOR shall utilize one of the approved testing agencies listed in this Specification to analyze a sample of the liquid sodium hypochlorite delivered to the CITY. The CONTRACTOR shall supply the sample container and the driver shall collect the sample from the transportation equipment. This sample will be given to the CITY representative at the time of the sample and the CITY representative shall forward the sample to the approved authorized testing agency. Any failure to comply with the Specification shall constitute grounds for termination of the Agreement by the CITY.

Charges for the manufacturer's certified report and all quarterly reports by outside testing agencies should be included in the bid price.

### **OCCUPATIONAL HEALTH AND SAFETY**

The CONTRACTOR shall ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for vendor delivery personnel, including without limitation chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit.

CONTRACTOR delivery personnel must wear at minimum, chemical goggles and rubber gloves when handling hoses and valves.

Safety Data Sheets. In compliance with Chapter 442 Florida Statutes, any chemical delivered from the CONTRACTOR must be accompanied by a Safety Data Sheet (SDS). The SDS must be maintained by the user agency and must include the following information:

- The Chemical Name and the common name of the toxic substance
- The hazards and other risks in the use of the toxic substance, including:
  - The potential for fire, explosion, corrosivity and reactivity;
  - The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - The primary routes of entry and symptoms of overexposure.
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of, or exposure to, the toxic substances, including appropriate emergency treatment in the case of overexposure.
- The emergency procedure for spills, fire, disposal and first aid.
- A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- Any questions regarding this requirement shall be directed to:

Department of Labor and Employment Security

## **ATTACHMENT "A"**

Bureau of Industrial Safety and Health  
Toxic Waste Information Center  
2551 Executive Center, Circle West  
Tallahassee, Florida 32301-5014  
Phone: 800/367-4378

### **Emergency Plan of Action and Safety Training**

Within 30 days of award of the Agreement for the supply of liquid sodium hypochlorite by the CITY, the CONTRACTOR shall provide in writing, an emergency contingency plan, with appropriate telephone contacts, for the CITY to follow in case an emergency supply of liquid sodium hypochlorite is needed.

The CONTRACTOR shall supply in writing, an emergency spill response plan with appropriate emergency response personnel names (to include at least two degreed engineers who live within sixty miles of Leesburg) and telephone contact numbers (24-hour contact numbers) within 30 days of award to supply liquid sodium hypochlorite. In addition, the proper spill response notification procedure, along with any forms required by all local, state or federal regulatory agencies, shall be supplied by the CONTRACTOR.

This section in no way relieves the CONTRACTOR of his responsibility to notify the proper regulatory agencies in the event of a spill incident. In the event of a spill or leak, the CONTRACTOR shall supply the necessary personnel (including one degreed engineer) to immediately respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup efforts.

Should a spill or leak occur, caused by CONTRACTOR's personnel, equipment or method of delivery, CONTRACTOR shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right to Know Act of 1988, Chapter 252, Part II, Florida Statutes.

The responsibility for compliance with Federal and State rules and regulations regarding CONTRACTOR caused spills or releases shall be the sole responsibility of the CONTRACTOR. The CONTRACTOR shall indemnify and hold the CITY harmless for any failure to properly report and /or comply with this provision. In addition, CONTRACTOR shall bear all expenses of spills, unless caused by the sole negligence of the CITY.

### **Safe Handling Training**

The CONTRACTOR shall provide an appropriate safe handling training course for liquid sodium hypochlorite within the first month of the purchase order, to current CITY Water operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the purchase order period. The CONTRACTOR shall provide this assistance at no charge to the CITY.

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### 7.3 Technical Assistance

The CONTRACTOR shall provide technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludges produced by the application of liquid sodium hypochlorite in the water treatment process. The CONTRACTOR shall provide this assistance at no charge to the CITY.

### **SECURITY PROVISIONS**

CONTRACTOR will provide the CITY with a summary of the actions taken to reduce the possibility of criminal activity during packaging and shipment of products and materials to CITY facilities.

The CONTRACTOR (and their transportation companies, if applicable) shall send a list of names of representatives that are authorized to enter CITY facilities on their behalf. This list will be kept current with any personnel changes being reflected on the list.

All delivery personnel must have a photo ID and appropriate company identification.

All CONTRACTOR personnel must sign in and out of CITY facilities. The purpose of their visit will be verified and validated by CITY personnel.

Chemical deliveries will strictly follow any CITY bulk off-loading policy and procedure where applicable.

No unscheduled or after-hours deliveries will be accepted without written permission from the CITY representative.

All deliveries must be made through the main entrance of each facility.

[END OF ATTACHMENT "A"]