

AGREEMENT

GOODS AGREEMENT

This Goods Agreement is made as of Click or tap to enter a date. _____. By and between Pinellas County, a political subdivision of the State of Florida ("County"), and **Allied Universal Corporation** ("Contractor"), (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to (ITB) No. 22-0701-B for Sodium Hypochlorite 12.5 Trade Percent; goods; and

WHEREAS, based upon the County's assessment of Contractor's quote, the County selected the Contractor to provide the Goods as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to provided the Goods as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. EXECUTION OF AGREEMENT

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, estimate, scope of work, or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

2. ASSIGNMENT/SUBCONTRACTING

The Contractor must provide the Goods required by this Agreement. No assignment or subcontracting is allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor must provide written notice to the County, within 30 business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. In that event, the County may terminate this Agreement in those instances in which a corporate acquisition and/or merger represents a conflict of interest or contrary to any local, state or federal laws.

3. ORDERS

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

4. DELIVERY/CLAIMS

Prices on the Schedule of Prices are F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) will be identified at time of order. Contractor will be responsible for making any and all claims against carriers for missing or damaged items.

5. COMPENSATION

County will pay Contractor upon Contractor's delivery of, and County's acceptance of, the goods required herein, as specified. All payments will only be made based on invoices submitted in accordance with the Local Government Prompt Payment Act, Florida Statutes §§ 218.70, et. seq.

6. TERM OF AGREEMENT AND SPENDING CAP

- A. **Initial Term**-This Agreement is effective on August 1, 2023 and will continue in effect for a period of thirty-six (36) months. Notwithstanding any order(s) placed pursuant to this Agreement, the County may not be held responsible for amounts exceeding the total not to exceed amount of \$7,807,709.28, or the annual expenditure of \$2,602,569.76 per year, without a written amendment to this Agreement raising such limit signed by the parties.

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B. **Term Extension**-The Parties may extend the term of this agreement for two (2) additional twenty-four (24) month periods.

C. **Pricing Adjustments-**

- a. Initial term- Unit prices shall be adjustable (increase/decrease) six months after the date of the contract award, and thereafter at six-month intervals for the life of the contract, in an amount not to exceed the average of the Consumer PPI Index or 12%, whichever is less, Series ID: PCU325180325180S, PPI industry data for Other basic inorganic chemical manufacturing-Secondary products, not seasonally adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.

If the vendor requests a price adjustment under this provision. The vendor's request for adjustment shall be submitted four (4) months prior to the date that the price adjustment shall be implemented. The vendor shall provide documentation of the change in the price index from the date of the initial award or previous contract adjustment if any. The vendor adjustment request shall not be in excess of the relevant pricing index change and shall not exceed more than one price adjustment request per calendar year.

If the county requests a price adjustment under this provision. The county's request for adjustment shall be submitted four (4) months prior to the date that the price adjustment shall be implemented. The county shall provide documentation of the change in the price index from the date of the initial award or previous contract adjustment if any. The County adjustment request shall not be in excess of the relevant pricing index change and shall not exceed more than one price adjustment request per calendar year.

- b. Extension period-

The contract may be extended subject to written notice of agreement from the County and Contractor, for two additional 24-month periods beyond the primary contract period.

Unit prices shall be adjustable (increase/decrease) after the date of the extension and thereafter at six-month intervals for the life of the contract, in an amount not to exceed the average of the Consumer PPI Index or (12%), whichever is less, Series ID: PCU325180325180S, PPI industry data for Other basic inorganic chemical manufacturing-Secondary products, not seasonally adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.

If the vendor requests a price adjustment under this provision. The vendor's request for adjustment shall be submitted four (4) months prior to the date that the price adjustment shall be implemented. The vendor shall provide documentation of the change in the price index from the date of the initial award or previous contract adjustment if any. The vendor adjustment request shall not be in excess of the relevant pricing index change and shall not exceed more than one price adjustment request per calendar year.

If the county requests a price adjustment under this provision. The county's request for adjustment shall be submitted four (4) months prior to the date that the price adjustment shall be implemented. The county shall provide documentation of the change in the price index from the date of the initial award or previous contract adjustment if any. The County adjustment request shall not be in excess of the relevant pricing index change and shall not exceed more than one price adjustment request per calendar year.

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7. INVOICING

Written invoice(s) must be submitted to:

Finance Division Accounts Payable

Board of County Commissioners Pinellas County

PO Box 2438

Clearwater, FL 33757

727-464-8389

FinanceAccountsPay@MyPinellasClerk.org

Each invoice must include, at a minimum, the Contractor's name, contact information and the Purchase Order number.

8. DISCOUNTS

Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for County to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.

9. NAME CHANGES

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

10. COMPLIANCE WITH APPLICABLE LAWS

Contractor certifies that all of the products to be furnished hereunder will be manufactured or supplied by Contractor in accordance with all applicable provisions of State, Local and Federal laws, as of the date that the goods are supplied.

11. CHOICE OF LAW

The laws of the State of Florida apply to this Agreement and any and all purchases made hereunder. Contractors must comply with all local, state, and federal directives, orders and laws including, but not limited to, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA.

12. FISCAL NON-FUNDING

In the event that sufficient budgeted funds are not available for a new fiscal period, the County will notify the Contractor of such occurrence and this Agreement will terminate on the last day of the then current County fiscal period (Oct. 1 – Sept. 30) without penalty or expense to the County.

13. INDEMNIFICATION

Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

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14. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

15. E-VERIFY

The contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

16. PUBLIC ENTITIES CRIMES

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

17. WAIVER

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

18. DUE AUTHORITY

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

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19. SURVIVAL

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

20. NOTICES TO PINELLAS COUNTY

Any notices or inquiries relative to Purchase Order should be directed to:

Thomas Russell

torussell@pinellascounty.org

21. INSPECTION

In County's sole discretion, goods rejected due to inferior quality or workmanship will be returned to Contractor at Contractor's expense and are not to be replaced except upon receipt of written instructions from County.

22. MATERIAL QUALITY

All goods and materials purchased and delivered pursuant to this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt must be exchanged within 24 hours of notice to the Contractor at no charge to County.

23. MATERIAL SAFETY DATA

In accordance with OSHA Hazardous Communications Standards, it is the Contractor seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.

24. NON-EXCLUSIVE AGREEMENT

Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.

25. PURCHASE ORDER NUMBER

Each order will contain the Purchase Order Number applicable to this Agreement, and such Purchase Order Number must appear on all packing slips, invoices and all correspondence relating to the Order. County will not be responsible for goods delivered without a Purchase Order Number.

26. REMEDIES

County and Contractor will have all remedies afforded by applicable law.

27. AUDIT

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

28. SEVERABILITY

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

29. TAX EXEMPTION

County is immune from taxation. The Florida State Sales Tax Exemption Number for Pinellas County is 85-8013287050C-7 Federal Excise Tax Exemption Number is 59-6000800.

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30. TAXES

Payments to County are subject to applicable Florida taxes.

31. TERMINATION

County reserves the right to terminate this agreement, without cause by giving 30 days prior written notice to the Contractor of the intention to terminate or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this Agreement is considered a material breach of Agreement and is cause for immediate termination of the Agreement at the sole discretion of County.

In addition to all other legal remedies available to the County, the County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of request, as determined by the County.

Contractor must maintain ANSI/NSF certification that the Liquid Sodium Hypochlorite to be provided is approved for potable water treatment and meets the NSF International Standard 60. Contractor must inform the County in the event the NSF certification is revoked or lapsed within 24 hours the Contract receives verbal or written notification. Loss of certification shall constitute grounds for immediate termination.

The County reserves the right to subject samples of the hypochlorite to quick analysis to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, and sodium Hypochlorite, suspended solids, chlorate, and bromate. Any lot tested by the County that fails to comply with the specifications shall constitute grounds for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The Contractor shall allow 45 minutes for this testing to be completed. If testing cannot be completed within the 45-minute period, the County shall allow the Contractor to unload the shipment. Failure to comply with any specification three (3) consecutive times, or five (5) times over the duration of this contract shall constitute sufficient grounds for termination of the contract between the County and the Contractor.

32. VARIATION IN QUANTITY

County assumes no liability for goods or materials produced, processed or shipped in excess of the amounts ordered pursuant to the terms of this Agreement.

33. WARRANTY

Seller warrants that the goods are of first quality and as described in Prices Schedule. All manufacturer, producer or seller warranties offered to any other purchaser are expressly available and applicable to County.

34. INSURANCE

If applicable, Contractor shall comply with the insurance requirements as set out in the Insurance Exhibit B, attached hereto and incorporated herein by reference.

35. AMENDMENT

This Agreement may be amended by mutual written agreement of the Parties hereto.

36. NO THIRD-PARTY BENEFICIARY

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

37. FORCE MAJEURE

"Force Majeure Event" means any act or event that (i) prevents a Party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other Party's (the "Performing Party") obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs,

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the Nonperforming Party is excused from the performance and thereby prevented from satisfying any conditions precedent to the Performing Party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party's obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

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38. ORDER OF PRECEDENCE

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed.

- A. Pinellas County Agreement
- B. Exhibit A-Goods Price Schedule
- C. Exhibit B-Insurance Requirements
- D. Exhibit C-Scope of Work

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement will prevail.

39. ENTIRETY

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY, a political subdivision of the State of Florida **PINELLAS COUNTY** acting by and through the

Board of County Commissioners

Allied Universal Corporation

By: _____
Signature

By: 
Signature

Print Name

Print Name

Title

President / CEO

Title

Date

2/7/23

Date

ATTEST: KEN BURKE, CLERK

By: _____

APPROVED AS TO FORM
By: Keiah Townsend
Office of the County Attorney

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EXHIBIT A

GOODS PRICE SCHEDULE

Allied Universal				
Tanker Load of 4,500 Gallon	Total Gallons	Price per Gallon	Annual Cost	Three Year Cost
Estimate annual quantity	1,481,223	1.68	2,488,454.64	7,465,363.92
Less Than Tanker Load				
Estimate annual quantity	66,346	1.72	114,115.12	342,345.36
			\$ 2,602,569.76	\$ 7,807,709.28

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EXHIBIT B

INSURANCE REQUIREMENTS

40. INSURANCE

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Vendor shall obtain and maintain, and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

41. INDEMNIFICATION:

Vendor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

A. Submittals should include the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Quote and/or contract period.

C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.

1) The Vendor shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.

2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

D. If subcontracting is allowed under this Quote , the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors

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to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Vendor and its subcontractor shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall

- 1) Require each subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor.
- 2) Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract.
- 3) Provide that County will be an additional indemnified party of the subcontract.
- 4) Provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability.
- 5) Provide a waiver of subrogation in favor of the County and other Insurance terms and/or conditions as outlined below.
- 6) Assign all warranties directly to the County; and
- 7) Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

E. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

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If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 3) **Business Automobile or Trucker's/Garage Liability Insurance** covering owned, hired, and non-owned vehicles. If the Consultant does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Consultant can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$1,000,000
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- 4) **Excess or Umbrella Liability Insurance** excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limit

Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

- 5) **Pollution Legal/Environmental Legal Liability Insurance** for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

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- a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.
- b. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- c. Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	\$2,000,000
General Aggregate	\$2,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

- 6) **Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.

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EXHIBIT C

SCOPE OF WORK

A. OBJECTIVE

Establish a contract for the purchase and delivery of Liquid Sodium Hypochlorite (12.5 Trade Percent) used as a disinfectant, to its facilities as, when, and where required.

SITE LOCATIONS:

<u>Location</u>	<u>Method of Delivery</u>	<u>Storage Capacity - Gallons</u>
S.K. Keller Water Plant 3655 Keller Circle Tarpon Springs, FL 34688	Bulk Delivery -Tanker Load - 4,500 Gallon	48000
North Booster Station 27707 US Hwy 19 N Clearwater, FL 33761	LTL – 2,750 Gallon Small Truck or Comparable Tanker	5000
Logan Water Booster Station 1620 Ridge Road Largo, FL 33778	LTL – 2,750 Gallon Small Truck or Comparable Tanker	2000
Capri Water Booster Station 12050 2 nd Street East Treasure Island, FL 33706	LTL – 2,750 Gallon Small Truck	2,000
South Cross Bayou Wastewater Plant 7401 54 th Avenue North St. Petersburg, FL 33709	Bulk Delivery -Tanker Load - 4,500 Gallon	22,500
*W.E. Dunn Wastewater Plant	LTL – Bulk Delivery – Tanker	

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4111 Dunn Drive Palm Harbor, FL 34683		New Tank 2022/2023 30,000
Gulf Beach Water Booster Station 4501 Gulf Boulevard St. Pete Beach, FL 33706	LTL – 2,750 Gallon Small Truck	810
Solid Waste IWTF 2861 110 th Ave N St. Petersburg FL 33716	Bulk Delivery – Tanker – 4500 Gallon	15,000
Oldsmar Intertie 3120 Tampa Road Oldsmar, FL 34677	Bulk Delivery- Tanker Load – 350-400 Gallons	500

Dunn facility tanks will be converted to 30,000-gallon capacity in 2022/2023.

B. REQUIREMENTS

1. Contractor Qualifications: The contractor shall submit a sample of their Liquid Sodium Hypochlorite product, representative of the manufacturing process from the contractor’s facility that would provide the Liquid Sodium Hypochlorite to a testing laboratory certified under the National Environmental Laboratory Accreditation Program (NELAP) by the Florida Department of Health (FDOH). The laboratory shall ascertain whether the contractor’s product is in compliance with this specification per Exhibit C, Statement of Work, B, Requirements, Number 2, Products Requirements. The cost of the analysis shall be borne by the contractor.
2. Product Requirements: Product shall be liquid sodium hypochlorite (12.5 trade percent) destination/freight included (FOB) in accordance with American Water Works Association’s (AWWA) Standard B-300-99 for hypochlorite, except as modified or supplemented herein.

Sodium Hypochlorite – Physical and Chemical Properties

- a) Liquid sodium hypochlorite supplied under this specification shall contain, as a minimum, twelve and one half (12.5) trade percent sodium hypochlorite or 11.55 percent by weight sodium hypochlorite and shall be consistent as determined by chemical analysis.
- b) The strength of the Sodium Hypochlorite solution shall be based upon the available Cl₂ (Chlorine) content as determined by AWWA standard B-300-99, latest revision.
- c) The liquid Sodium Hypochlorite supplied 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 Sodium Hypochlorite. The liquid sodium hypochlorite must have a pH value between 11.0 and 13.0 in order to give the most stable solution. The manufacturer shall furnish an affidavit attesting that the supplied Sodium Hypochlorite complies with all applicable specifications referenced herein.
- d) Hypochlorite delivered under this contract shall have a nominal strength of 120 grams per liter (ppm) of available chlorine equivalent to 10.55 percent by weight sodium hypochlorite. The product shall be a clear straw-colored liquid with no visible cloudiness, impurities, or sediment.

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- e) Hypochlorite delivered under this contract shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.40 percent by weight sodium hydroxide.
- f) Hypochlorite delivered under this contract shall meet the following contaminant concentration limits:

Iron	<0.3 mg/l (ppm)
Copper	<0.03 mg/l (ppm)
Nickel	<0.03 mg/l (ppm)
Chlorate	<2000 mg/l (ppm)
Bromate	<5 mg/l (ppm)
- g) The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of fewer than 3 minutes for 100 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" Method developed by Novatek and referenced in the "Contractor Qualification" section of this specification.

3. Quality Assurance, Safety, Training, and Certification:

- a) Contractor shall supply an affidavit, signed by a corporate designated official, before award recommendation certifying that the Liquid Sodium Hypochlorite furnished by the Contractor complies with all applicable requirements of this specification and AWWA Standard B300-99, latest edition. The affidavit shall also indicate compliance with Water Chemicals Codex directives, latest revision, for impurity limits.
- b) Sampling and testing shall be in accordance with EPA and AWWA B300-99 standards and Hypochlorite, Sodium Hypochlorite, 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>.
- c) At the sole discretion of the County, the contractor's delivery personnel (driver) may be asked to collect a sample of hypochlorite before the shipment is unloaded. In this case, the County will supply the sample container and the driver shall collect the sample from the tank truck, provide a chain of custody and turn it over to the County for analysis. The sample shall be considered representative of the lot.
- d) The County reserves the right to subject samples of the hypochlorite to quick analysis to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, and sodium Hypochlorite, suspended solids, chlorate, and bromate. Any lot tested by the County that fails to comply with the specifications shall constitute grounds for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The Contractor or its subcontractors shall allow 45 minutes for this testing to be completed. If testing cannot be completed within the 45-minute period, the County shall allow the Contractor to unload the shipment. Failure to comply with any specification three (3) consecutive times, or five (5) times over the duration of this contract shall constitute sufficient grounds for termination of the contract between the County and the Contractor.
- e) Sampling and Testing of Shipment after Unloading – The County reserves the right to subject samples of the hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-99 specifications, and the supplemental specifications included in this document.
- f) ANSI/NSF Certification Requirement.
 - i. It is the responsibility of the Contractor to inform the County that NSF 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 contract between the County and Contractor.

4. Manufacturer's Laboratory Reports:

A certification of analysis of the product from the manufacturer shall be submitted for each sodium hypochlorite delivery to the County. No deliveries will be accepted by the County unless accompanied by a certified laboratory report for the specific batch of sodium hypochlorite delivered showing the below data that it conforms to the required specifications. The report shall contain the following data:

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- a) Date and Time of Manufacture
- b) Percent by Weight Sodium Hypochlorite
- c) Percent by Weight Excess Sodium Hydroxide
- d) Specific Gravity (Referenced to 60F)
- e) Suspended Solids Quality Test Time

5. Quarterly Reports:

At the start of the contract, and every 90 days, the Contractor (at their expense) shall utilize an outside testing agency acceptable to both the County and the Contractor to analyze a sample of the sodium hypochlorite delivered to the County for the below parameters. Testing laboratory should be certified under the National Environmental Laboratory Accreditation Program (NELAP) by the Florida Department of Health (FDOH). The Contractor shall supply the sample container and the driver shall collect the sample from the tank truck. This sample will be given to the County and to the acceptable testing agency at the time of the sample. Concentration testing for iron and transition metal ions for nickel and copper in sodium hypochlorite is a difficult test and requires high levels of knowledge and experience for accurate and repetitive results. Any failure to comply with the specifications shall constitute grounds for cancellation of the contract between the County and the Contractor.

- a) Date and Time of Manufacture
- b) Percent by Weight
- c) Percent by Weight Sodium Hypochlorite
- d) Percent by Weight Excess Sodium Hypochlorite Hydroxide
- e) Specific Gravity (Referenced to 60F)
- f) Suspended Solids Quality Test Time
- g) Iron
- h) Copper
- i) Nickel
- j) Chlorate
- k) Bromate

Charges for the manufactures certified report and all quarterly reports by outside testing agencies shall be included in the bid price.

6. Safety Data Sheet (SDS):

In compliance with Chapter 442 Florida Statutes, any chemical delivered from the contractor must be accompanied by an SDS. The SDS must be maintained by the user agency and must include the following information:

- a) The Chemical name and the common name of the toxic substance.
- b) The hazards or other risks in the use of the toxic substance, including:
 - i. The potential for fire, explosion, corrosively, and reactivity.
 - ii. 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.
 - iii. The primary routes of entry and symptoms of overexposure.
 - iv. The proper precautions, handling practices, necessary personnel 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.
 - v. The emergency procedure for spills, fire, disposal, and first aid.
 - vi. A description, in lay terms, of the specific potential health risks posed by the toxic substance intended to alert any person reading this information.
 - vii. The year and month, if available, that the information was compiled and the name and address, and emergency telephone number of the manufacturer responsible for preparing the information.

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Any questions regarding this requirement shall be directed to:

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

7. Emergency Plan of Action and Safety Training:

At the Pre-commencement meeting, the Contractor shall provide in writing, an emergency contingency plan for each location, with appropriate telephone contacts, for the County to follow in case of an emergency spill of liquid sodium hypochlorite. The Contractor shall supply, in writing, an emergency spill response plan with the appropriate emergency response personnel names and telephone contact numbers (24-hour contact numbers).

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 attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies. County reserves the right to refuse any all deliveries made with equipment that is poorly maintained and/or leaking 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 of a spill incident. In the event of a spill or leak, the Contractor shall supply the necessary personnel to 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, Ch. 252, Part II, Florida Statutes. The responsibility for compliance with federal and state rules and regulations regarding the Contractor caused spills or releases shall be the sole responsibility of the Contractor. The Contractor shall hold the County harmless for any failure to properly report and/or comply with this provision.

8. Safe Handling Training: At the Pre-commencement meeting the Contractor shall provide an appropriate safe handling training course for liquid sodium hypochlorite for each location to all current County operations personnel and shall be available to conduct "refresher" courses or courses for new employees who have not received training, at six (6) month intervals during the contract period.

9. Technical Assistance: The Contractor shall provide technical assistance, at no charge to the County, regarding the application of its product and disposal and handling of the residues and sludge produced by the application of liquid sodium hypochlorite in the water treatment process as needed.

10. Carrier Tanker/Delivery Requirements:

a) Liquid Sodium Hypochlorite solution shall be shipped in properly cleaned chemical tank trucks and equipment in lots of approximately 5000 gallons or less as ordered. Carrier will be able to transfer contents using the self-contained equipment on the tanker truck. Truck shall also carry a minimum of two (2) properly cleaned sections of 2" transfer hose with female cam-lock fittings for hook-up to PCU 2" fill line

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with male cam-lock fittings. Tanker trucks shall comply with applicable U.S. Department of Transportation (DOT) specifications.

- b) Driver must have personal protective equipment to include chemical goggles, transparent face shield and hard-hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit. Driver must wear minimum, chemical goggles and rubber gloves when handling hose and valves. Driver must follow OSHA requirements.
- c) Driver must remain within a safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other problems. Driver shall ensure a County operator is present prior to unloading product. It is the responsibility of the driver to have the proper equipment and to contain leaks and to report any and all spills.
- d) Split deliveries to multiple delivery locations will be coordinated and accepted by the County to encourage economical delivery of product via bulk tankers dependent on storage capacities at time of delivery. All deliveries of 4500 gallons or more, regardless of being split, shall be considered a bulk or tanker load. All deliveries of less than 4500 gallons shall be considered as less than tanker load.

11. Delivery Storage and Handling:

- a) Bulk delivery of liquid sodium hypochlorite shall be made by carrier tank truck to but not limited to the locations identified in item B above. Bulk delivery shall be in lots up to 4,500 gallons. Delivery sites and quantities are subject to deletions or additions as necessary to meet the water production demands of the County. Less than tanker loads (LTL) shall be made to the locations identified in item A above. See sites in item A. that require delivery in smaller truck size (ex: 2,750 gallons) due to access issues.
- b) The delivery time for the shipment shall not exceed 72 hours from the time of manufacture of the product.
- c) Contractor shall be responsible for transferring liquid sodium hypochlorite into County storage tanks and shall provide all necessary, properly cleaned and maintained, hoses, fittings, pumps, compressors, equipment, etc., required to efficiently "off-load" the liquid sodium hypochlorite into designated storage tanks. If Contractor is unable to unload a complete bulk delivery due to Contractor's fault, the unit price will remain at the bulk delivery rate. The Contractor shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of product into wrong storage tank(s).
- d) Contractor shall be responsible for injuries, cost of cleanup, repair of facilities, and replacement of chemical product(s) in the event of accidental discharge of product into wrong storage tanks. If a third-party shipper should be used, the Contractor assumes responsibility for them.
- e) Packaging and shipment of liquid sodium hypochlorite shall conform to all current regulations of the State of Florida, the United States Department of Transportation or other applicable regulatory agencies.
- f) If bulk delivery is made using a third party, a wash ticket must be provided with each shipment showing that the tanker was thoroughly cleaned, as well as the materials the carrier transported in the vehicle prior to transporting the chemical to the County facility.

12. Delivery Schedule and Special Conditions:

- a) All deliveries of liquid sodium hypochlorite shall be made to the County within forty-eight (48) hours after receipt of order.
- b) Delivery time of day shall be as arranged upon placement of the order and shall be between the hours of 7:00 AM and 3:00 PM EST including weekends and holidays. Request to deviate from schedule must be confirmed with the County twenty-four (24) hours prior to scheduled delivery and must conform to delivery conditions set forth in this specification. Deliveries made to facilities must be coordinated with the County, so the driver can gain access to the facility, driver to call one (1) hour prior to delivery.

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- c) The contractor must make “emergency” deliveries within 24 hours after receipt of order. Emergency delivery is defined as a delivery that is necessary in order to prevent the County from running out of Liquid Sodium Hypochlorite in less than 24 hours. The County shall endeavor to minimize the number of “emergency” deliveries.
- d) The County reserves the right to change quantities and delivery dates at their discretion within a 24-hour notice.
- e) Delivery shipments shall be rejected which fail to meet any contract specifications stated in this document. In the event a delivery shipment is rejected by the County, upon notification of the Contractor that the shipment is rejected, the Contractor shall be required to ship a replacement delivery to the affected location within six (6) hours from the time of notification. Failure to provide a replacement product that meets the specifications of this agreement in the manner above will constitute a failure to comply with the delivery requirements set forth in this document.

13. Security

At the Pre-commencement meeting, the Contractor is to provide a list of names and drivers’ licenses of representatives and delivery personnel authorized as per below and by the Contractor to enter County facilities on their behalf. This list will be kept current with any personnel changes being reflected on the list. All drivers and Contractor representatives must always be escorted by a Pinellas County representative when located on County property.

- a) Prior to delivery, the Contractor will email the County facility with the driver’s name and a copy of the driver’s license. Upon arrival at the County facility, the Contractor’s driver or representative must produce a photo ID and appropriate company identification and sign in and out of the County facility as required.
- b) All delivery paperwork (bill of lading, weight certificates, certificates of analysis, truck placards, etc.) will be inspected and must be in order and consistent with the material ordered. Any discrepancies may be cause for refusal if not resolved to the satisfaction of Pinellas County.
- c) Bulk deliveries must arrive with an intact security seal. The seal number must be emailed to the appropriate Pinellas County Representative prior to receipt. Email and bill of lading seal numbers must match the truck seal number. Broken, missing or any signs of possible tampering will be cause for refusal of the delivery.

14. Background Checks

SECURITY REQUIREMENTS / BACKGROUND CHECKS/ IDENTIFICATION BADGES:

All Contractor employees are required to submit to a background check. The background check process shall be completed at least ten (10) days prior to the start of the project. The Contractor shall be responsible for all costs associated with the background checks. A valid driver’s license and Social Security card are required for completing the background check and obtaining a security clearance.

Step One – The Contractor shall obtain a Level One Criminal History Records Check through the Florida Department of Law Enforcement (FDLE) for each assigned employee.

Step Two – The Contractor shall submit the FDLE Records Check along with a copy of the driver’s license, Social Security card, and completed Sheriff’s Office Security Clearance Application, for each employee, to the Facility Manager.

The Pinellas County Sheriff’s Office shall have and exercise full and complete control over granting, denying, withholding, withdrawing, or terminating security clearances for Contractor employees. If a submitted employee is denied for any reason, there is no opportunity to re-apply.

15. Defective Goods Policy

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The Contractor shall be responsible for all costs associated with the pick-up and return of defective materials.
The Contractor shall issue a Return Goods Authorization (RGA) or similar, numbered form listing all materials and quantities.