

**CONTRACT FOR  
LIQUID SODIUM HYPOCHLORITE**

THIS CONTRACT entered into this 20th day of April, 2011, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as "County", and **ALLIED UNIVERSAL CORPORATION**, whose principal address is 3901 NW 115<sup>th</sup> Avenue, Miami, Florida 33178, hereinafter referred to as "Vendor".

WHEREAS, the Board of County Commissioners of Nassau County, Florida received sealed bids for Liquid Sodium Hypochlorite for Nassau Amelia Utilities, Bid No. NC11-009, on March 24, 2011, and;

WHEREAS, Nassau Amelia Utilities determined that Allied Universal Corporation was the lowest, most responsive and responsible bidder for the bid items as set forth in Exhibit "A"; and

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

**SECTION 1. Description of Materials to be Provided**

The County does hereby retain the Vendor to furnish materials as further described in the Product List attached hereto as Exhibit "B" and made a part hereof. Required materials and service shall be specifically enumerated, described and depicted in the Purchase orders authorizing performance of the specific task. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work.

**SECTION 2. Receiving/Payment/Invoicing**

**No payment will be made for materials ordered without proper purchase order authorization.** The County shall pay the vendor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until materials, goods or services have been received, inspected and accepted by the County in the quality and quantity ordered. Payment will

be accomplished by submission of an invoice, in duplicate, with the Purchase Order number referenced thereon and mailed to the address set forth in the Purchase Order. Payment in advance of receipt of goods or services by Nassau County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

**SECTION 3. Acceptance of Goods/Services**

Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product/performance meets bid specifications and conditions. Should the products/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the recipient to refuse final acceptance of the goods/services. Should a representative of the County agree to accept the goods/services on condition that the Vendor will correct his performance within a stipulated time period, then payment will be withheld until the services are performed as specified.

**SECTION 4. Inspection/Acceptance Title**

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the using department of Nassau County, unless loss or damage results from negligence by Nassau County or its using Department.

**SECTION 5. Firm Prices**

Prices for goods and services covered in the specifications shall be firm; net delivered to the ordering agency, **F.O.B. DESTINATION**, vendor paying all delivery costs and shall remain firm for the period of this Contract. No additional fees or charges shall be accepted.

**SECTION 6. Fund Availability**

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

**SECTION 7. Permits/Licenses/Fees**

Any permits, licenses or fees required for this service will be the responsibility of the Vendor unless otherwise stated.

**SECTION 8. Taxes**

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Vendor will refrain from including taxes in any billing.

**SECTION 9. Laws Governing this Contract**

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida.

**SECTION 10. Changes**

The County reserves the right to order, in writing, changes in the work within the scope of the contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the contract under the authority of this clause result in increased costs to the Vendor.

**SECTION 11. Modifications**

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the County.

**SECTION 12. Assignment & Subcontracting**

The Vendor will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County.

**SECTION 13. Severability**

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 14. Termination for Default**

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet performance requirement(s) of the Contract.

**SECTION 15. Termination for Convenience**

The County reserves the right to terminate the Contract in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the County, the Vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach of default of the Vendor.

**SECTION 16. Force Majeure**

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

**SECTION 17. Access and Audits**

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the clerk's cost, upon five (5) days' written notice.

**SECTION 18. Vendor Responsibilities**

The Vendor will provide the services agreed upon in a timely and professional manner in accordance with specifications.

**SECTION 19. Public Emergencies**

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a “First Priority” for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to rent/sell/lease all goods and services to the county or governmental entities on a “first priority” basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

**SECTION 20. Period of Contract/Option to Extend or Renew**

This Contract shall begin on the date of execution of this contract and terminate September 30, 2013. The performance period of this Contract may be extended upon mutual Contract between the vendor and the County with no change in terms or conditions. Any extension of performance period under this provision shall be in one (1) year increments. Total contract length and individual one (1) year extensions shall be in the County’s best interest and sole discretion. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

**SECTION 21. Exercise of Option**

Exercise of option to extend term of contract: If the County wishes to enter into an option period, the County shall request from the Vendor their written statement of desire to enter into an extension of the performance period.

**SECTION 22. Probationary Period**

The first ninety (90) days of this Contract are to be considered a “probationary” period. At the County’s election, this Contract may be terminated, based on the performance of the Vendor, and a new award be granted without another formal bid.

**SECTION 23. Escalation Clause**

Ninety (90) days prior to the end of the contract term, the Vendor may request in writing an increase in an individual item unit cost. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the County. It is also expected that de-escalation of prices will be extended

to the County if market so reflects. The County will consider a price adjustment based on the latest Consumer Price Index and/or proof of a manufacturer's price increase. Any and all proposed increases are subject to approval by the County.

**SECTION 24. Supervision**

The Vendor shall act as an independent contractor and not as an employee of the County. The County shall not exercise any supervision or control over the Vendor's employees performing services under this Contract. Such employees shall be accountable not to the County, but solely to the Vendor, who in turn is responsible to the County.

**SECTION 25. Indemnification and Insurance**

The Vendor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Vendor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Vendor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

The vendor shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Vendor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Contract.

**Workers' Compensation:** The Vendor shall agree to maintain Workers' Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. Coverage must include Employers Liability with a minimum limit of \$100,000 each.

**Business Auto Policy:** The Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Vendor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Vendor to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

**Commercial General Liability:** Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the County shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

**Additional Insured Requirements:** Certificates showing proof of the above required insurance shall be provided to the County prior to start of this contract and shall be attached hereto as Exhibit "C". Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include Nassau County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General

Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Nassau County, a political subdivision of the State of Florida, its officers, employees and agents". The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the County prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the County as to form and types of coverage. In the event that the statutory liability of the County is amended during the term of this Contract to exceed the above limits, the contractor shall be required, upon thirty (30) days written notice by the County, to provide coverage at least equal to the amended statutory limit of liability of the County.

**SECTION 26. Disputes**

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Vendor as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or Vendor, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Manager, the Department Head (or their designee), and a representative of the Vendor. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

If the dispute is not settled at the initial meeting, the County Manager shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Manager, and the Department Head (or their designee(s)) shall meet with the Vendor's representative(s) within thirty (30) days of the County Manager's notification to the County Attorney of the continued dispute.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Vendor. Vendor shall not stop work during the

pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

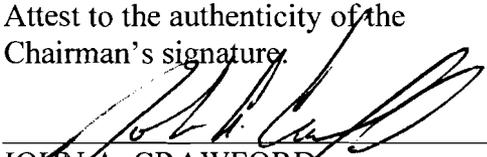
**SECTION 27. Entire Agreement**

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or contract documents.

IN WITNESS WHEREOF, the parties have executed this contract, in two (2) copies, each of which shall be deemed an original on this day and year first above written.

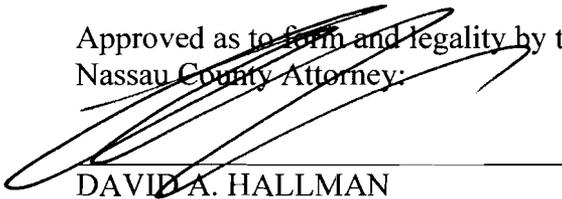
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA  
  
WALTER J. BOATRIGHT  
Its: Chairman

Attest to the authenticity of the  
Chairman's signature.

  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

*EBK*  
*4/25/11*  
*JL*  
*4/26/11*

Approved as to form and legality by the  
Nassau County Attorney:

  
DAVID A. HALLMAN

[Vendor's signature next page]

**ALLIED UNIVERSAL CORPORATION**

Catherine Guillarmod  
By: Catherine Guillarmod  
Its: Executive Administrator

STATE OF FLORIDA  
COUNTY OF DADE

Before me personally appeared, Catherine Guillarmod, who is personally known X or produced \_\_\_\_\_ as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 12 day of April, 2011.

Tawana Houston  
Notary Signature

Notary-Public-State of \_\_\_\_\_ at large  
My Commission expires:



04/12/11

EXHIBIT "A"

ATTACHMENT "B" – BID PRICE SHEET

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA  
NASSAU AMELIA UTILITIES

INVITATION TO BID  
LIQUID SODIUM HYPOCHLORITE  
BID NO. NC11-009

Description	Price
Sodium Hypochlorite delivered to the facility	\$ <u>.761</u> per Gallon

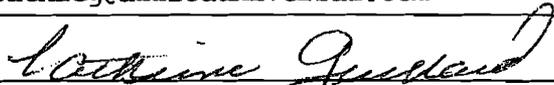
Company Name: Allied Universal Corp.

Address: 3901 NW 115 Ave.

City, State, Zip: Miami, FL 33178

Phone: 305-888-2623 Fax: 305-463-8369

Email: cathieg@allieduniversal.com

Signature: 

Printed Name: Catherine Guillarmod

**ATTACHMENT "A" - TECHNICAL SPECIFICATIONS****LIQUID SODIUM HYPOCHLORITE****General Requirement:**

Vendor shall furnish liquid sodium hypochlorite (12.5 Trade Percent Available Chlorine) FOB destination in accordance with the American Water Works Association's (AWWA's) Standard B-300-04 for hypochlorite, except as modified or supplemented herein, to the Nassau Amelia Utilities Water Treatment and Wastewater Treatment plants.

**Bidder Qualifications/Submittals:**

Each bidder shall submit a 1500 ml "chilled" sample of their product representative of their manufacturing process from Bidder's manufacturing facility which would serve the customer to one of the approved testing laboratories listed in this Specification for analysis within the past ninety (90) days. The laboratory shall ascertain whether the Bidder's product is in compliance with this Specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate, per chlorate, hardness (as calcium carbonate) and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by Bidder. The results of the analysis shall be submitted with the Bidder's proposal. In addition the Bidder shall include the last three copies of their annual NSF results for the same manufacturing location. Failure to submit a sample or meet the requirements of the Specification shall result in Bidder being disqualified from bidding on this product.

County reserves the right to take samples from Bidder's other customers to ensure that the Bidder's sample and delivery equipment is in compliance with all the requirements of this Specification and such a sample shall be judged representative of the Bidder's quality. The Bidder shall provide a customer contact and phone number in the same county as the County whereby the County may obtain sample of Bidder's product to check it for compliance with the Specification. It is the County's intention to deal directly with this customer. County may choose to obtain a sample from any of Bidder's customers, however, to ensure compliance with the Specification. In such event, County shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of this Specification shall result in Bidder being disqualified from bidding on this product.

Each bidder shall submit a list of at least ten (10) references to include phone numbers that use or have used its sodium hypochlorite at both water and wastewater treatment plants (at least five of each type) in the past two years. The Reference List shall list actual users at the water and wastewater plants and not purchasing agents. Additionally, each Bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for any product it supplies over the past five years. The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, vehicle accidents involving death or injury and National Response Center Notifications ("safety incidents") for all chemicals it delivers or manufactures for the past five (5) years. Failure to disclose references, terminations, or safety incidents will result in Bidder being disqualified from bidding on this product.

As part of its Emergency Preparedness Planning and Spill Response Plan, each prospective Bidder shall submit a list with 24-hour access phone numbers of at least two

degreed engineers (preferably Chemical Engineers) listing their degree, college or university and year of graduation, experienced in sodium hypochlorite operations to provide emergency support services on a 24/7 basis in the event of a spill, equipment failure or other emergency. Failure to submit this list including all the requirements of the list or to adhere to these requirements will result in Bidder being disqualified from bidding on this product.

As part of assessing the Bidder's reliability and safety record, the prospective Bidder shall include all regulatory actions including but not limited to, copies of any fines, correspondence and consent orders relating to the operation of ALL of its manufacturing and distribution facilities. Additionally, the Bidder shall submit a copy of its OSHA Form 300A/300 logs for the past three years (if the Bidder utilizes a third party driving company or affiliated company, then they shall submit the OSHA 300 logs for that company as well). The County may require a site visit to the Bidder's manufacturing and distribution facilities to assess their safety and reliability as part of the Bid Evaluation process.

Vendor shall make "normal" deliveries within three (3) calendar days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the County from running out of sodium hypochlorite in less than 36 hours. County shall endeavor to minimize the number of "emergency" deliveries.

Vendor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hypochlorite.

The tanks or trailers shall be clean and free of residue that may contaminate the Vendor's product or impede the unloading process. It is the Vendor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Vendor and shall be clean and free from contaminating material. The County may reject a load if the equipment is not properly cleaned. The Vendor shall furnish a County approved, leak-free connection device between the trailer and the County's intake receptacle. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, the County will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Vendor and deducted from the amount due to the Vendor. If the County's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Vendor or its subcontractor, the Vendor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have proper commercial driver's license with a Hazardous Material endorsement. Vendor's drivers shall display its driver's license and whenever challenged by County during the delivery. In addition, Vendor shall supply County a

"CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated "CD" within 24 hours of any changes to its drivers. County shall use the CD to verify whether driver is actually an employee of the Vendor. Failure to show proper license or failure of the driver to be listed on the CD provided to County shall result in rejection of delivery and could result in termination of the Vendor's supply agreement.

Delivery shall be made to Nassau Amelia Utilities, 5390 First Coast Highway, Fernandina Beach, Florida 32034. Average weekly delivery during 2010 was 1032 gallons, largest delivery being 1965 gallons and smallest delivery being 625 gallons. Sodium Hypochlorite consumption is for reference only and County shall not be bound by these amounts in subsequent Purchase Order or Contract.

Vendor shall provide two (2) fifteen-hundred (1500) gallon storage tanks. Vendor shall maintain storage tanks. Tanks and containment basins must meet ANSI/NSF Standard 61, bulk tank requirements of U.S. Environmental Protection Agency, Florida Department of Agriculture and Florida Department of Environmental Regulation. Tanks and containment basins must be constructed of FDA approved High Density Linear Polyethylene and be complete with fill port, 2" bulkhead fitting and pass through vessel bulkhead fitting. Tanks must nest securely in containment basin for spill containment. Design should prevent debris, rain, etc. from collecting in containment basin. Secondary Containment Capacity: 125% of storage tank capacity. Piping shall gravity feed to existing pump suction line and shall contain a shut-off valve both inside and outside containment vessel. All plumbing shall be schedule 80 PVC and all valves shall have Teflon seats and Viton o-rings. PVC "flex pipe" shall be connected from bulkhead fitting to supply valve to handle stress of the storage tank. Marking: Sodium hypochlorite tanks shall be clearly labeled with manufacturer's name and sodium hypochlorite strength. Leaking containers and those not meeting these specifications are to be picked up promptly by the Vendor, at no charge, and replaced.

Sampling and testing shall be in accordance with EPA and AWWA B300-04 standard 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. Should Bidder request to use another laboratory, that laboratory must be certified by the National Environmental Laboratory Accreditation Conference (NELAC) and must be able to meet the following Minimum Detection Limits (MDL); (1) Metals .02 mg/L; (2) Bromate .1 mg/L; (3) Chlorate 20mg/L; (4) Perchlorate .1 mg/L; and (5) Chlorine/Excess Caustic 0.1%. Bidder shall provide proof of current NELAC certification and laboratory analysis shall specify the MDL if a non-approved laboratory is used.

#### **Approved Testing Agency**

NovaChem Laboratories (formerly Novatek)  
Laboratories  
5172 College Corner Pike  
Street  
PO Box 608  
Oxford, Ohio 45056

Thornton  
1145 East Cass  
Tampa, FL 33602  
Ph: 813-223-9702

Ph: 513-523-3605

Fax: 813-223-9332

Fax: 513-523-4025

Attn: Steve Thickett

*Special Note: 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 test results.*

### **Sampling and Testing Prior to Unloading**

Vendor's delivery trailer shall have a sample port to provide a sample for analysis prior to hooking up and unloading the trailer. Vendor's delivery personnel (driver) shall be able to provide a sample of hypochlorite before the shipment is hooked up and unloaded in the presence of the County. County will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to the County. The sample shall be considered representative of the lot.

County reserves the right to subject samples of the 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. Any lot tested by the County that fails to comply with the specifications shall constitute grounds for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The Vendor or its subcontractors shall allow forty-five (45) minutes for this testing to be completed. If testing can not be completed with this forty-five (45) minute period, the County shall allow the Vendor to unload the shipment. In the event that the load is rejected, the Vendor shall have four (4) hours to supply another shipment. In the event that the Vendor is unable or unwilling to supply another shipment within this time period, County has the right to procure a shipment from another source. Two rejections of a lot or shipment in any twelve (12) month period shall constitute automatic termination of the Vendor's supply contract with the County.

### **Sampling and Test of Shipment after Unloading**

County reserves the right to subject samples of the hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-04 specifications, and the supplemental specifications included with this document. A combination of two failures to comply with these specifications from either rejections of a shipment or from a subsequent complete laboratory analysis shall result in automatic termination of the Vendor's supply contract of the hypochlorite.

### **Specifications of Material**

Hypochlorite supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

It is the responsibility of the supplier to inform the County that NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between County and Vendor.

Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent to 10.83 percent sodium hypochlorite by weight.

Product shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment.

Hypochlorite delivered under this contract shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.40 weight percent sodium hydroxide.

Hypochlorite delivered under this contract shall meet the following contaminant 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
Perchlorate	< 20 mg/L
Total Hardiness	< 3 mg/L (As calcium carbonate)
Filter Test Time	< 3 minutes

The delivery time of the shipment shall not exceed 72 hours from the time of the manufacture of the product. The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the "*Suspended Solids Quality Test for Bleach Using the Vacuum Filtration*" Method developed by Novatek and previously referenced in this Specification.

## **Manufacturer's Laboratory Reports**

### Delivery Reports:

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

The report shall contain the following data:

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

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

### Quarterly Reports:

At the start of the contract and every 90 days, the Vendor shall utilize an outside testing agency acceptable to both the County and the Vendor (e.g., one of the approved laboratories referenced in this Specification) to analyze a sample of the sodium hypochlorite delivered to the County. The Vendor shall supply the sample container and the driver shall collect the sample from the tank truck. This sample will be given to the

County at the time of the sample and the County shall forward the sample to the approved authorized testing agency. Any failure to comply with the specifications shall constitute grounds for cancellation of the contract between the County and the Vendor. Charges for the manufacturer's certified report and all quarterly reports by outside testing agencies should be included in the bid price.

### **Clean Tank Guarantee**

At any time during the performance of this Agreement, if County has any sort of sludge or other impurity buildup in any of its sodium hypochlorite tanks, the Vendor shall cleanout the tank at no charge to County with seven (7) days, unless such timeframe is extended by the County. The cleanout should be done in such a manner so that it is done safely with no loss of disinfection to the affected plant and the contents disposed of in accordance with current regulations on disposal of hazardous wastes. The Vendor shall submit a procedure to the County for approval prior to this work being completed. The determination of whether there is any sludge or impurity buildup in the tanks will be at the *sole discretion* of the County. When the tank has been properly cleaned, the Vendor shall refill the tank with clean, fresh sodium hypochlorite at no cost to County. Failure of the Vendor to clean-out the tank and replace the sodium hypochlorite within seven (7) days after being served notice (or within any extension of this timeframe specified by County) shall be cause for immediate termination of the sodium hypochlorite supply Agreement between the County and the Vendor.

### **Termination**

In addition to the various statements in this specification stating the grounds for automatic termination of the Vendor's contract to supply sodium hypochlorite to the County, the contract will be voided or terminated for any three failures by Vendor to meet any requirement of this specification in the preceding twelve month period. These failures include, but are not limited to, failure to deliver in a timely manner, failure to deliver with proper equipment, failure of the product to meet the specification either prior to unloading, after unloading or as a result of a quarterly analysis, failure to provide certificate of analysis and failure to respond in a timely manner to any County emergency.

### **Bidder's Checklist**

The Bidder shall ensure the following information is included in their proposals:

- Pricing for the Sodium Hypochlorite
- Third Party Laboratory Analysis of Sodium Hypochlorite Sample
- Last Three Years of NSF Sodium Hypochlorite Sample Results
- List of References (Ten)
- List of Degreed Engineers (Two)
- List of Subcontractors or Affiliates
- List of Safety Incidents (Last Five Years)
- List of Terminations/Debarments (Last Five Years)
- Copy of OSHA Form 300A/300 logs (Last Three Years)
- Other Information on Company
- Contact Information to Obtain Product Sample in Same County

- Copies of any fines, correspondence and consent orders relation to the operation of ALL of its manufacturing and distribution facilities.