AGREEMENT No. 19-R070266BLS

WATER AND WASTEWATER TREATMENT CHEMICALS

between

MANATEE COUNTY
(COUNTY)

and

MOSAIC GLOBAL SALES, LLC
AGREEMENT FOR WATER AND WASTEWATER TREATMENT CHEMICALS

THIS AGREEMENT is made and entered into as of this _____ day of ____________, 20____, by and between MANATEE COUNTY, a political subdivision of the State of Florida, (“COUNTY”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and MOSAIC GLOBAL SALES, LLC, a company, (“SUPPLIER”) with offices located at 13830 Circa Crossing Drive, Lithia, FL 33547, and duly authorized to conduct business in the State of Florida. COUNTY and SUPPLIER are collectively referred to as the “Parties” and individually as “Party.”

WHEREAS, SUPPLIER engages in the business of Water and Wastewater Treatment Chemicals; and

WHEREAS, COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain SUPPLIER to provide the goods and services described in this Agreement; and

WHEREAS, this Agreement is a result of SUPPLIER’s submission of a bid in response to Invitation for Bid No. 19-R070266BLS and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

NOW, THEREFORE, the COUNTY and SUPPLIER, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

SUPPLIER agrees to provide the goods and/or services as set forth in Exhibit A, Scope of Work, which is attached hereto and made a part hereof.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and four exhibits, which are as follows:

Exhibit A Scope of Services
Exhibit B Fee Schedule
Exhibit C Affidavit of No Conflict
Exhibit D Insurance
These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

ARTICLE 3. AGREEMENT TERM

A. This Agreement shall commence on the date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force through April 31, 2020 unless terminated by COUNTY pursuant to Article 8, but not to exceed one year.

B. COUNTY reserves the right to extend the initial term of one year for an additional two, one-year periods not to exceed a total of three years.

ARTICLE 4. COMPENSATION

The quoted pricing specified in Exhibit B shall be pricing for the goods and/or services provided and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

The maximum not-to-exceed amount for the provision of goods and/or services hereunder shall not exceed Thirty Five Thousand One Hundred Forty Dollars, ($35,140).

ARTICLE 5. INVOICES AND TIME OF PAYMENT

A. COUNTY shall approve of all invoices prior to payment.

B. COUNTY shall have forty-five (45) days from the receipt of a proper invoice seeking payment of the invoice amount

C. COUNTY will notify SUPPLIER that the delivered goods and/or services, or any part thereof, is unacceptable, within 20 days of receipt of an invoice and provide SUPPLIER opportunity to cure the deficiency.

D. If an invoice is rejected by the COUNTY and the SUPPLIER submits a corrected invoice which resolves the deficiency, the corrected (proper) invoice will be paid or rejected on the later of:

1. Ten business days after the date the corrected invoice is stamped as received; or
2. If approval by the COUNTY’S governing board is required, the first business day after the next regularly scheduled meeting of the board held after the corrected invoice is stamped as receive.

E. All costs of providing the services shall be the responsibility of SUPPLIER, with the exception of reimbursement by COUNTY for costs deemed reimbursable in Exhibit B.

F. Any dispute between COUNTY and SUPPLIER with regard to the percentage of the Work
that has been completed or SUPPLIER’S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 9 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF SUPPLIER

A. SUPPLIER shall perform the work in accordance with the terms and conditions of this Agreement.

B. SUPPLIER shall ensure that all employees assigned to render services under this Agreement are duly qualified, registered, licensed or certified to provide the services required.

C. SUPPLIER shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the goods and/or services provided pursuant to this Agreement. SUPPLIER attests to this via an Affidavit of No Conflict, Exhibit C.

D. COUNTY may require in writing that SUPPLIER remove from the provision of goods and/or services any of SUPPLIER’S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY’S use of this provision will be valid.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that SUPPLIER is given written notice thereof.

B. COUNTY shall perform the responsibilities enumerated in this Article at no cost to SUPPLIER.

ARTICLE 8. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to SUPPLIER, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:

   a. Failure to provide products or services that comply with the specifications herein or that fail to meet COUNTY’S performance standards;

   b. Failure to deliver the supplies or perform the services within the time specified in this Agreement; or
c. Work that is at a rate that disrupts the overall performance of this Agreement.

2. Prior to termination for default, COUNTY shall provide adequate written notice to SUPPLIER, affording SUPPLIER the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

3. Such termination may also result in suspension or debarment of SUPPLIER in accordance with Manatee County’s Procurement Ordinance, Chapter 2-26. SUPPLIER shall be liable for any damage to COUNTY resulting from SUPPLIER’S default of the Agreement. This liability includes any increased costs incurred by COUNTY in completing contract performance.

4. In the event of termination of this Agreement, SUPPLIER shall be liable for any damage to COUNTY resulting from SUPPLIER’S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.

5. In the event of termination by COUNTY for any cause, SUPPLIER shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY’S Notice of Termination and except as otherwise directed by COUNTY, SUPPLIER shall stop work on the date specified;

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide SUPPLIER a written “Notice of Intent to Terminate” thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, SUPPLIER shall be entitled to payment for all goods and/or services provided to the satisfaction of the COUNTY under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the SUPPLIER to properly perform pursuant to this Agreement. SUPPLIER shall not be entitled to any other compensation, including anticipated profits on unperformed services.

ARTICLE 9. DISPUTE RESOLUTION

Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Procurement Official.

A. If a dispute between the COUNTY and SUPPLIER cannot be resolved, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction agreement. the dispute must be resolved as follows:
1. The undisputed portion of an invoice will be paid timely as shown above in Article 5.
2. Proceedings to resolve the dispute will commence no later than 45 days after the date on which the invoice was received and be concluded by final decision not later than 60 days after the date on which the invoice was received.
3. If the dispute is resolved in favor of the COUNTY, then interest charges shall begin to accrue 15 days after the dispute is resolved.
4. If the dispute is resolved in favor of the SUPPLIER, then interest shall begin to accrue as of the original date the payment became due.

B. SUPPLIER agrees it must exhaust all dispute resolution procedures set forth in Manatee County’s Procurement Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 10. COMPLIANCE WITH LAWS

All services rendered and goods provided by SUPPLIER pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. SUPPLIER shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 11. NON-DISCRIMINATION

SUPPLIER shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color or national origin. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

ARTICLE 12. MAINTENANCE OF RECORDS; AUDITS; LICENSES

A. SUPPLIER shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

B. SUPPLIER shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate SUPPLIER’S performance. Such materials shall also be
made available to COUNTY upon request for ing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or SUPPLIER made by any local, state or federal agency. To the extent such materials are in the possession of a third party, SUPPLIER must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. SUPPLIER shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

C. SUPPLIER shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by SUPPLIER. SUPPLIER shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 13. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent SUPPLIER is providing goods and/or performing services on behalf of COUNTY, SUPPLIER shall:

A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.

B. Upon request from COUNTY’S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if SUPPLIER does not transfer the records to COUNTY.

D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of SUPPLIER or keep and maintain public records required by COUNTY to perform the service. If SUPPLIER transfers all public records to COUNTY upon completion of this Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of this Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY’S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
ARTICLE 14. INDEMNIFICATION

Each Party shall defend, indemnify, and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys’ fees, incurred by the indemnified party in connection with the indemnifying party’s activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

ARTICLE 15. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Florida Statutes § 768.28, or any other statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 16. INSURANCE

A. SUPPLIER shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as Exhibit D, during the term of this Agreement, to include any renewal terms.
B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in Exhibit D shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY’S Risk Management Division.

C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by Exhibit D, including coverage for all products and services completed under this Agreement.

D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by SUPPLIER and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.

**ARTICLE 17. LEGAL SERVICES**

If notified in writing by the Office of the County Attorney, SUPPLIER agrees to provide litigation services up to and including the date of the completion of litigation as follows:

A. Coordinate and communicate directly with the Office of the County Attorney.

B. Provide any personnel performing services under this Agreement to testify in any litigation proceeding.

C. Perform litigation services as directed by the Office of the County Attorney that may include but are not limited to:

1. Predisposition, pretrial, or prehearing preparation.

2. Preparation of court exhibits.

3. Attendance and testimony at depositions, pretrial hearings, or other court hearings.

4. Any other services deemed necessary by the assigned attorney to successfully litigate and defend COUNTY’S position in court.

D. Compensation for litigation services shall not exceed the maximum not-to-exceed amount for the provision of goods and/or services under this Agreement as stated in Article 4.

E. SUPPLIER'S travel expenses will be submitted and paid in accordance with Florida Statutes § 112.061 provided prior approval of the travel is obtained from the County Attorney or the County Attorney's designee.
F. SUPPLIER shall submit monthly statements for litigation services rendered to the Office of the County Attorney for approval, providing detailed accounting sufficient for pre-audit and specifying services performed, the dates of the services, hours expended for each service, the name of the person who performed the service, the service and a breakdown of approved expenses incurred with all receipts and invoices attached.

ARTICLE 18. SOLICITATION OF AGREEMENT

SUPPLIER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for SUPPLIER to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for SUPPLIER, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 19. ASSIGNMENT AND SUBCONTRACTING

SUPPLIER shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the event SUPPLIER asserts it is necessary to utilize the services of third parties to perform any service under this Agreement, SUPPLIER shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve SUPPLIER from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to SUPPLIER as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the SUPPLIER, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

ARTICLE 20. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

SUPPLIER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for SUPPLIER to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for SUPPLIER, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
ARTICLE 21. SUB-CONTRACTORS

If SUPPLIER receives written approval from the COUNTY to use the services of a sub-contractor(s), SUPPLIER shall receive prior written approval of COUNTY before the use of the sub-contractor.

ARTICLE 22. LIABILITY FOR NEGLIGENCE.

To the fullest extent allowed by law, the individuals performing services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, SUPPLIER shall likewise be liable for negligent acts or omissions in the performance of services pursuant to this Agreement.

ARTICLE 23. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government
Utilities, Water Treatment Plant
Attn: Superintendent
17915 Waterline Road
Bradenton, FL 34212
Phone: (941) 746-3020
Email: kathryn.quilty@mymanatee.org

To SUPPLIER: Mosaic Global Sales, LLC
Attn: Don Jernstrom, Business Manager
13830 Circa Crossing Drive
Lithia, FL 33547
Phone: (800) 578-7891
Email: FSA.Group@mosaicco.com

ARTICLE 24. RELATIONSHIP OF PARTIES

The relationship of SUPPLIER to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to SUPPLIER or any of the officers, employees, personnel, agents, or sub-contractors of SUPPLIER any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to SUPPLIER in connection with this Agreement or for debts or claims accruing to such parties. SUPPLIER shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.
ARTICLE 25. NO CONFLICT

By accepting award of this Agreement, SUPPLIER, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

ARTICLE 26. ETHICAL CONSIDERATIONS

SUPPLIER recognizes that in rendering the services pursuant to the provisions of this Agreement, SUPPLIER is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition SUPPLIER shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the services. SUPPLIER shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY.

ARTICLE 27. PUBLIC ENTITY CRIMES

SUPPLIER has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY’S requirement that SUPPLIER comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 28. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, SUPPLIER is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect SUPPLIER’S normal tax liability.

SUPPLIER shall be responsible for payment of federal, state, and local taxes which may be imposed upon SUPPLIER under applicable law to the extent that SUPPLIER is responsible for the payment of same under applicable law.

ARTICLE 29. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future;
provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

**ARTICLE 30. GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

**ARTICLE 31. ATTORNEY FEES**

In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

**ARTICLE 32. PATENT AND COPYRIGHT RESPONSIBILITY**

Any material or design specified by SUPPLIER or supplied by SUPPLIER pursuant to this Agreement shall not knowingly infringe any patent or copyright, and SUPPLIER shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by SUPPLIER in the provision of water and wastewater treatment chemicals.

**ARTICLE 33. AMENDMENTS**

This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

**ARTICLE 34. SEVERABILITY**

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

**ARTICLE 35. LEGAL REFERENCES**

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.
ARTICLE 36. HEADINGS, CONSTRUCTION

The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 37. TIME

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

ARTICLE 38. AUTHORITY TO EXECUTE

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

MOSAIC GLOBAL SALES, LLC

By:

Don Jernstrom, Business Manager
Print Name & Title of Above Signer

Date: 04/04/19

MANATEE COUNTY, a political subdivision of the State of Florida

By:

Date: __________________________
EXHIBIT A
SCOPE OF WORK

A.01 SCOPE
Contractor shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide and deliver Water and Wastewater Treatment Chemical services that will meet the requirements of the County.

A.02 GENERAL REQUIREMENTS

A. REGULATORY COMPLIANCE
Contractor shall:
(1) Ensure compliance with any OSHA, EPA, and/or federal, state, and local rules, regulations.
(2) Bring to the attention of the County’s representative any conflicts between the regulatory agency specifications and County code so the conflict can be resolved before services are continued.

B. SECURITY
Contractor shall:
(1) Ensure all personnel providing chemical transportation services for Contractor present their current commercial driver’s license (CDL) upon request by the County.
(2) Provide a bill of lading at point of entry for each delivery to the County.

C. SAFETY DATA SHEETS
Contractor shall:
(1) Submit, within ten calendar days of notification of award, a Safety Data Sheet (SDS) for each hazardous substance to be provided under the Agreement in accordance with Florida Statutes Chapter 442, The Right To Know Law.
(2) After award of the Agreement, submit an updated or new SDS for all revisions or additions to the chemicals delivered by Contractor prior to delivery of such chemicals.

D. FIRST PRIORITY SERVICES
Contractor shall:
(1) Ensure that Manatee County be granted first-priority status for delivery of chemicals when a local emergency is declared by the State or County or when chemicals are subject to allocations based on regional or national supply. First-priority is defined as “before other customers in the same geographical area”.
(2) Designate an emergency contact individual(s) who is available twenty-four hours per day, seven days per week, including all holidays, and furnish the County with the emergency contact individual’s contact information.

E. DELIVERIES
Contractor shall:
(1) Make all deliveries to the Wastewater Plants (WWP) between the hours of 8:00 A.M. and 3:00 P.M., Monday through Friday, including holidays.
(2) Contractor shall pre-arrange all deliveries to the Water Treatment Plant (WTP) with the WTP representative.
(3) Upon request by the County, Contractor shall make deliveries on holidays and weekend. Failure to respond within the time specified at the time the order is
placed, may result in cancellation of the delivery from Contractor, materials being
ordered from and delivered by other providers, and/or termination of the agreement
with Contractor.
(4) Provide at least a twenty-four-hour notice to the County for all large shipments,
such as truckload deliveries, that require the County to provide material handling
equipment.
(5) Provide a separate delivery ticket for each delivery, which indicates the quantity of
chemical(s) delivered.
(6) Obtain signature by an authorized County representative on each delivery ticket.
At least one copy of the delivery ticket shall be left with County employee for each
delivery.

A.03 TECHNICAL SPECIFICATIONS
Contractor shall perform services in accordance with the Technical Specifications. Note:
These specifications are in accordance with latest revision of American Water Works
Association Standards unless otherwise stated. Compliance and proof of compliance with
ANSI/NSF Standard 60, Drinking Water Treatment Chemicals- Health Effects, is required
for chemicals used at the Water Treatment Facility.

A. CORROSION INHIBITOR - The following chemical specifications are for chemicals
intended for use as a corrosion inhibitor in a potable water supply system. Contractor
shall provide one of the following four (4) products, which the County has tested and
which have demonstrated effectiveness in this application, or obtain pre-approval in
writing by the County of any alternate equivalent:
• Calgon - C-8, Corrosion Inhibitor
• Shannon Chemical Corp. - Shan-No-Corr
• Technical Products Corp. - Virchem 937
• Sterling Water Tech. – CP767D

1. ZINC-METAPHOSPHATE:
   i. Scope: The following specifications cover a granular zinc-metaphosphate
      mixture for use in treatment of a municipal water supply for corrosion inhibition.
      These specifications cover general conditions, material specifications,
      packing, marking, sampling, shipping and testing.

   ii. General Conditions: Shipment shall be received by truck, with maximum
       protection from the weather. Specified shipment shall be 40,000 pounds and
       shall be palletized (see item xii below). Larger shipment size may be bid and
       may be awarded after storage costs are analyzed.

       A chemical assay shall be provided with each shipment and shall contain at
       minimum the batch #, %P2O5, and zinc as ZnO.

   iii. Affidavit of Compliance: Upon request by the County, Contractor shall furnish
       an affidavit that the Zinc-Metaphosphate product furnished to the County under
       this Agreement complies with all applicable requirements of these
       specifications.

   iv. Definition: Granular zinc-metaphosphate, as covered by this specification is
       produced by combining sodium hexametaphosphate with zinc salt. This
       combination produces a product, which exhibits accelerated film formation on
       metal surfaces over that obtained using plain sodium phosphate product.
v. **Impurities:** The chemicals supplied under this specification shall not contain soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects upon public health or water quality.

vi. **Approval:** Material supplied shall be approved for use in potable water supplies at concentrations up to 5 ppm.

vii. **Physical Requirements:** The chemical shall be clean, free from lumps or extraneous materials and uniform in composition. The chemical shall be in free-flowing condition when packages are opened on receipt of shipment. Chemical shall be furnished in a granular (coarse) form, crushed or ground, 90 percent finer than US Standard Sieve Series No.4 sieve and 95 percent larger than US Standard Sieve No. 20 sieve.

viii. **Solubility:** Minimum solubility shall be 1 lb. per gallon at 40°F.

ix. **Chemical Requirements:** Zinc-metaphosphate shall contain not less than 47% phosphorous pentoxide (P2O5) on an ignited basis. Zinc content shall not be less than 8% as ZnO. Sodium content as Na2O shall not be less than 25%.

x. **Packing:** Zinc-metaphosphate shall be shipped in moisture proof multi-wall bags each containing 50 pounds’ net weight of the material. Broken bags shall not be accepted. The net weight of packages shall not deviate from the recorded weight by more than 1.5% plus or minus. If exception is taken to the weight of material received, it shall be based on a certified unit weight of not less than 10% of the packages shipped, selected at random from the entire shipment.

xi. **Marking:** Each shipment of material shall be property identified. Each package shall have marked legibly thereon the net weight of the contents, the name of the manufacturer, name of material, and the brand name.

xii. **Shipping:** Shipment size shall be 40,000 pounds of material maximum and shall be delivered in a closed truck offering maximum protection from the weather. Shipment shall be palletized, wood slates on each side of frame, maximum of 2,000 pounds per pallet. Maximum delivery time shall be 30 days after receiving verbal or written order. The County shall be notified one day in advance of receiving shipment.

xiii. **Testing Methods**  
(a) **Phosphorous Pentoxide Content:** Phosphorous Pentoxide content shall be determined using analytical procedures set forth in AWWA Standard B502-11 for sodium hexametaphosphate.  
(b) **Zinc Content as ZnO – Reserved**  
(c) **Sodium Content as Na2O:** Sodium oxide content shall be determined by methods in accordance with latest edition of Standard Methods for Examination of Water and Wastewater, published by APHA, AWWA, and WPCF, or other methods consistent therewith.  
(d) **Solubility and Insolubles:** Solubility and insolubles shall be determined by analytical procedures set forth in AWWA Standard B502-05 for sodium hexametaphosphate.
B. DISINFECTANTS - The following chemical specifications are for chemicals intended for use as disinfectants in both municipal water and waste water treatment.

1. SODIUM HYPOCHLORITE
   Contractor shall furnish liquid sodium hypochlorite (12.5 Percent Available Chlorine by Volume) FOB destination in accordance with the American Water Works Association’s (AWWA) Standard B300-10 for hypochlorite, except as modified or supplemented herein.

   i. **Material Specification:** Sodium hypochlorite 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.

   Contractor shall to inform the County if its NSF certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification from NSF. Loss of certification shall constitute sufficient grounds for immediate termination of this item from the agreement.

   Sodium hypochlorite shall have a minimum of 120 Grams Per Liter (GPL) available chlorine equivalent to 10.8 percent sodium hypochlorite by weight. Product shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment.

   Sodium hypochlorite shall have a minimum of 0.08 percent by weight *excess* sodium hydroxide and a maximum of 0.4 weight percent sodium hydroxide.

   Sodium hypochlorite delivered under the agreement shall meet the following containment concentration limits:

   - Iron <0.5 mg/L
   - Copper <0.05 mg/L
   - Nickel <0.05 mg/L
   - Chlorate <3,000 mg/L

   The suspended solids in the sodium hypochlorite delivered under the agreement shall be minimized and the shipments delivered shall achieve a filtration time of less than three minutes for 1000 when applying the “**Suspended Solids Quality Test for Bleach Using the Vacuum Filtration**” Method developed by Novatek and referenced under the **Sampling and Testing Prior to Unloading** detailed in this Section.

   ii. **Delivery Requirements:** Contractor shall:
   (a) Make deliveries within two (2) business days after receipt of order. The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the product.
   (b) Be responsible for any spills resulting from the failure of its or its subcontractor’s delivery equipment or from failure of Contractor delivery personnel in the proper performance of their duties.
   (c) Ensure performance to these delivery requirements by requiring Contractor's delivery personnel's constant inspection and observation of unloading operations and immediate response to problems or emergencies, which would most commonly be expected to occur.
(d) Ensure the tanks or trailers are clean and free of residue that may contaminate the Contractor’s product or impede the unloading process. It is the Contractor’s responsibility to verify the cleanliness of the transporting equipment before loading. The County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

(e) Supply all appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite and ensure such valves, pumps, and discharge hoses are clean and free from contaminating material.

(f) Furnish to the County an inspected and approved, leak-free connection device between its trailer and the Contractor’s intake receptacle.

(g) Observe the entire filling operation at each delivery site and immediately report any spill caused during the filling operations.

(h) Take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, the County may hire a certified hazardous material handling company to clean up the spill and the cost of such service shall be charged to the Contractor and deducted from the amount due to the Contractor. 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 Contractor or its subcontractor, the Contractor shall be relieved of the responsibility for clean-up of the spill.

(i) In the event of an emergency, as determined by the County, the Contractor shall deliver chemicals within 24 hours of verbal or written release order.

iii. Delivery Locations and Estimated Quantities:

(a) Southwest Regional Wastewater Treatment Plant, 5101 65th St. West, Bradenton, FL 34210. County owns four (4) 6,000-gallon storage tanks. Approximate delivery requirement: 5,000 gallons every two (2) calendar days.

(b) Southeast Regional Wastewater Treatment Plant, 3331 Lena Road, Bradenton, FL 34202. County owns three (3) 5400 gallon and one (1) 4400-gallon storage tanks, approximate delivery requirement 3000 gallons every two (2) calendar days.

(c) North Regional Wastewater Treatment Plant, 8500 69th St. East, Palmetto, FL 34221. County owns two (2) 4000-gallon storage tanks. Approximate delivery requirement 2000 gallons every two (2) calendar days.

(d) Water Treatment Plant, 17915 Waterline Road, Bradenton, FL 34212. County owns two (2) 20,000-gallon storage tanks. Approximate usage: 1,000,000 gallons annually. Approximate delivery requirement is 3500 gallons per day.


At the sole discretion of the County, the Contractor’s delivery driver shall collect a sample of sodium hypochlorite before the shipment is unloaded. In this case, the County shall supply the sample container and the delivery 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.
The County reserves the right to subject samples of the sodium hypochlorite to quick analyses/testing 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 sodium hypochlorite that is rejected by the County upon completion of the testing. The Contractor or its subcontractors shall allow 45 minutes for this testing to be completed before unloading the shipment. If testing cannot be completed within the 45-minute period, the County shall allow the Contractor to unload the shipment.

v. **Sampling and Test of Shipment After Unloading:** The County reserves the right to subject samples of the sodium hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-04 specifications, and the supplemental specifications included with the Agreement. More than three instances of failure by Contractor to comply with these specifications and considering the severity of these failures as determined by the County, shall constitute grounds for cancellation of sodium hypochlorite from the agreement.

vi. **Manufacturer's Laboratory Reports - Delivery Reports:** Contractor shall submit a certified report from the manufacturer 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 shall be accepted by the County unless accompanied by a certified report from the manufacturer for the specific batch of sodium hypochlorite delivered showing the above data in that it conforms to the required specifications.

vii. **Quarterly Reports:** Within five days of execution of the agreement and, at the County’s discretion every 90 days thereafter, the Contractor shall utilize a County approved outside testing agency to analyze a sample of the sodium hypochlorite delivered to the County. The Contractor shall supply the sample container and the driver shall collect the sample from the tank truck. This sample shall be given to the County at the time of delivery and the County shall forward the sample to an approved outside testing agency. As a result of this testing, any failure to comply with the specifications shall constitute grounds for cancellation of the agreement for sodium hypochlorite. Charges for the manufacturers certified report and all quarterly reports by outside testing agencies shall be at no additional charge to the County.

viii. **Approved Outside Testing Agencies:**
(a) NovaChem Laboratories (formerly Novatek)
   5172 College Corner Pike
   PO Box 608
   Oxford, Ohio
No other laboratory shall be used unless expressly authorized in writing via an amendment to the Agreement between Manatee County and the Contractor. 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.

C. CALCIUM HYPOCHLORITE

HTH minimum 65% Available Chlorine in granulated form.

D. ANHYDROUS AMMONIA

Contractor shall furnish product in accordance with the American Water Works Association's (AWWA) Standard B305-06, except as modified below:

1. **Material:** The anhydrous ammonia shall be a colorless, alkaline gas with a minimum purity of 99.9% pure NH₃. The anhydrous ammonia shall be available for bulk delivery and shall be either refrigeration or industrial grade.

   The anhydrous ammonia under these specifications shall contain no impurity or substance that would be injurious or deleterious to those consuming any water which is treated in accordance with the practices of the water utility industry. The anhydrous ammonia shall contain no impurities which would produce an unpleasant taste or odor in the County's treatment plants or distribution system in the absence of chlorine or when used in combination with chlorine in such concentrations as may be required under any condition for treatment of the potable water supply.

   The anhydrous ammonia shall contain no heavy or trace metals that exceed federal, State or Manatee County drinking water standards. Further, the anhydrous ammonia shall contain no natural or synthetic organic impurities that shall cause an increase in levels exceeding the Safe Drinking Water Act M.C.L.'s or any future amended M.C.L. organic level.

2. **Source:** The anhydrous ammonia shall be domestically manufactured in the United States.

3. **Samples, Product Quality:** Upon request by the County, Contractor shall furnish a representative sample for analysis and/or demonstrate by documentation that the anhydrous ammonia product meets the County and AWWA quality standards.

4. **Shipment:** The Contractor shall make shipments within 48 hours after notification by the County. If the Contractor cannot meet the delivery requirements, the County reserves the right to buy anhydrous ammonia from another provider until such time as the Contractor can meet the delivery requirements.
5. **Storage Tank**: The anhydrous ammonia shall be delivered and transferred into two (2) County WTP storage tanks. Tanks are 1000-gallon capacity each, ASME grade and have inter-connecting piping to allow for storage/usage flexibility.

**E. pH CONTROL**
The following chemicals are specified for use in controlling the pH in treatment process for both municipal water and wastewater systems.

1. **QUICKLIME**
   All in accordance with AWWA Standard B202-07, or most current revision, except as follows:
   i. Size: Shall be such that 95% of material shall pass through a 3/8” sieve and be retained on a No. 12 sieve.
   ii. Purchase: Shall be based upon 92% available calcium oxide content in the material.
   iii. Rejection: Test shall use U.S. No. 60 sieve. Maximum insoluble level is 5%.
   iv. Delivery: Shall be in bulk by truck.
   v. Certification: Weight certificate is required.
   vi. Affidavit of Compliance: Upon request by the County, Contractor shall furnish an affidavit attesting that the Quicklime product furnished under the Agreement complies with all applicable requirements of these specifications.

**F. CARBON DIOXIDE**
All specifications are in accordance with AWWA Standard B510-06 except as follows:
1. Bulk delivery is required.
2. An affidavit of compliance with the AWWA Standard is required and a certified analysis shall be sent with each delivery.

**G. COAGULANT AID (SURFACE WATER)**
The following chemical specifications are for use as an aid in the coagulation of potable drinking water, more specifically as a chemical flocculant. Samples were requested from interested contractors and bid ratios for the various products supplied were determined by performance testing. Some products were eliminated for poor performance in the competitive range. The bid ratios for polymers were prepared using the following experimental design:

1. Basin A-1 evaluated at 30 MGD - Mixing routine:

<table>
<thead>
<tr>
<th>RPM</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>142</td>
<td>0'32&quot;</td>
</tr>
<tr>
<td>60</td>
<td>3'09&quot;</td>
</tr>
<tr>
<td>45</td>
<td>5'5&quot;</td>
</tr>
<tr>
<td>30</td>
<td>8'23&quot;</td>
</tr>
<tr>
<td>10</td>
<td>11'0&quot;</td>
</tr>
</tbody>
</table>

2. Samples were collected at 0, 2, and 5 minutes after mixing was stopped and measured for turbidity.
Two rounds of testing were performed (April and September 2018) to capture different surface water qualities. The dose required to achieve a turbidity of 3.0 NTU after five...
(5) minutes of settling was calculated for each polymer tested. Performance factors were determined for each polymer by dividing this dose by the dose required for the best performing polymer (i.e. lowest dose). The performance factors for each round of testing were then averaged to obtain the following bid ratio table:

<table>
<thead>
<tr>
<th>Company</th>
<th>Product</th>
<th>Bid Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Polydyne</td>
<td>Clarifloc N-3300P</td>
<td>1.000</td>
</tr>
<tr>
<td>Sterling</td>
<td>Magnafloc LT20</td>
<td>1.081</td>
</tr>
<tr>
<td>KED Group</td>
<td>PN100PWG</td>
<td>1.121</td>
</tr>
<tr>
<td>Henwil</td>
<td>HW-SE0300P</td>
<td>2.275</td>
</tr>
</tbody>
</table>

Price per pound shall be multiplied by this bid ratio in order to determine the actual cost for equal performance. Only those products that are listed in the table above, which have had bid ratios determined by this procedure, are allowed under this Agreement. Copies of the polymer evaluation will be made available to Contractor through the Manatee County Utilities Department.

3. **Cause for Rejection:** Polymers evaluated in the past have been evaluated under specific water quality conditions. Whereas water quality changes during the year, the effectiveness of a specific polymer may change, resulting in unsatisfactory performance. In the event the polymer delivered by Contractor does not meet the above performance criteria, the County shall purchase another polymer from the approved list that shall meet the performance criteria under the special weather or water quality conditions occurring.

H. **POLYACRYLAMIDE POLYMER (NONIONIC)**

The following specifications are for dry high molecular weight polyacrylamide in accordance with AWWA Standard B453-06 except as noted below.

1. **Scope:** The following specifications cover a high molecular weight polymer, including general conditions, material specifications, packing, marking, and shipping.

2. **General Conditions:** Affidavit of Compliance is required (Sec. 3A).

3. **Shipment:** Shall be by truck with maximum protection from the weather, minimum shipment shall be palletized (2200 pounds per pallet, see Item 11 below).

4. **Affidavit of Compliance:** Upon request by the County, Contractor shall furnish an affidavit that the Polyacrylamide Polymer product furnished under the Agreement, complies with all applicable requirements of these specifications. Contractor shall also supply certification that the combination of dose and monomer level does not exceed 0.05% acrylamide dosed at 1 ppm.

5. **Definition:** The material supplied under this specification shall be a dry high molecular weight polyacrylamide, approved for use in potable water treatment at concentrations up to 1 ppm.

6. **Impurities:** The material supplied under these specifications shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects under public health or water quality.
7. **Approval**: Material supplied shall be approved for use in potable water supplied by the National Science Foundation (NSF) in dosages up to 1 ppm. **NSF proof of approval is required.**

8. **Size and Density**: Particle size of the dry polymer shall be such that 99% shall pass through a No. 16 mesh sieve. Bulk density of the material shall be 40-50 ponds/cubic foot.

9. **Chemical Requirements**: The degree of polymerization shall be such that the material shall have an average molecular weight on the order of $10^6$. Solutions stronger than .1% should be slightly acidic. Material should be soluble up to 1.0% (Contractor shall furnish data relating viscosity (CPS) to % solution.)

10. **Packing**: Polymer shall be shipped in bags containing up to 55 pounds. Bags shall contain a moisture barrier and broken bags shall not be accepted. The net weight of packages shall not deviate from the recorded weight by more than 1.5% plus or minus. If exception is taken to the weight of material received, it shall be based on a certified unit weight of not less than 10% of the packages shipped, selected at random from the entire shipment.

11. **Marking**: Each shipment of material shall carry with it some means of identification. Each package shall have marked legible thereon the net weight of the contents, the name of the manufacturer, and the brand name.

12. **Delivery**: Maximum delivery time shall be 30 days after receiving verbal or written order.

13. **Shipment**: Shipment shall be delivered in a closed truck offering maximum protection from the weather. Shipment shall be palletized, wooden slats on top and bottom, maximum of 2200 pounds per pallet.

14. **Notification**: Receiving facility shall be notified one (1) day in advance of receiving shipment.

15. **COAGULANT AID (GROUND WATER)**
   i. Samples were requested of interested Contractors and bid ratios for the various products supplied were determined by performance testing. Jar testing simulated 'C' basin with six (6) flocculation stages at a 16 MGD rate which provides 4 minutes and 37 seconds per stage.

<table>
<thead>
<tr>
<th>RPM</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>4'37&quot;</td>
</tr>
<tr>
<td>100</td>
<td>9'14&quot;</td>
</tr>
<tr>
<td>100</td>
<td>13'51&quot;</td>
</tr>
<tr>
<td>80</td>
<td>18'28&quot;</td>
</tr>
<tr>
<td>80</td>
<td>23'05&quot;</td>
</tr>
<tr>
<td>80</td>
<td>27'42&quot;</td>
</tr>
</tbody>
</table>

   ii. Samples were collected at 0, 2, and 5 minutes after mixing was stopped and measured for turbidity. The dose required to achieve a turbidity of 1.0 NTU after...
five (5) minutes of settling was calculated for each polymer tested. Performance factors were determined for each polymer by dividing this dose by the dose required for the best performing polymer (i.e. lowest dose). Results determined the following bid ratios:

<table>
<thead>
<tr>
<th>Company</th>
<th>Product</th>
<th>Bid Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ked Group</td>
<td>PA 103PWG</td>
<td>1.000</td>
</tr>
<tr>
<td>Polydyne</td>
<td>Clarifloc A-3308P</td>
<td>1.407</td>
</tr>
<tr>
<td>Polydyne</td>
<td>Clarifloc A-3320P</td>
<td>1.795</td>
</tr>
<tr>
<td>Kemira</td>
<td>Superfloc A-4330</td>
<td>2.114</td>
</tr>
<tr>
<td>Polydyne</td>
<td>Clarifloc A-3310</td>
<td>2.442</td>
</tr>
</tbody>
</table>

iii. The price per pound shall be multiplied by this bid ratio in order to determine the actual cost for equal performance. Only those products that are listed in the table above, which have had bid ratios determined by this procedure, are allowed. Copies of the polymer evaluation will be made available to Contractor. Copies of the polymer evaluation will be made available to the Contractor.

iv. **Cause for Rejection:** Polymers evaluated in the past have been evaluated under specific water quality conditions. Whereas water quality changes during the year, the effectiveness of a specific polymer may change, resulting in unsatisfactory performance. Whenever the polymer doesn't meet the above performance criteria, the County shall purchase another polymer that shall meet the performance criteria under the special weather or water quality conditions occurring. The purchased product shall be returned to the Contractor(s) for refund (less shipping charges).

I. **POLYACRYLAMIDE POLYMER (ANIONIC OR NONIONIC)**

The following specifications are for dry high molecular weight polyacrylamide in accordance with AWWA Standard B453-06 except as noted below:

1. **General Scope:** The following specifications cover a high molecular weight polymer, including general conditions, material specifications, packing, marking, and shipping.

2. **General Conditions:** Affidavit of Compliance is required (see Item 4 below).

3. **Shipment:** Shall be by truck with maximum protection from the weather, minimum shipment shall be palletized (2200 pounds per pallet, see item 12 below).

4. **Affidavit of Compliance:** Upon request by the County, Contractor shall furnish an affidavit that the Polyacrylamide Polymer (anionic or non-ionic) product, furnished under the Agreement, complies with all applicable requirements of these specifications. Contractor shall also supply certification that the combination of dose and monomer level does not exceed 0.05% acrylamide dosed at 1 ppm.

5. **Definition:** The material supplied under this specification shall be a dry high molecular weight polyacrylamide, approved for use in potable water treatment at concentrations up to 1ppm.
6. **Impurities**: The material supplied under these specifications shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects under public health or water quality.

7. **Approval**: Material supplied shall be approved for use in potable water supplied by the National Science Foundation in dosages up to 1 ppm. **NSF proof of approval is required at the time of delivery.**

8. **Size and Density**: Particle size of the dry polymer shall be such that 99% shall pass through a No. 16 mesh sieve. Bulk density of the material shall be 40-50 ponds/cubic foot.

9. **Chemical Requirements**: The degree of polymerization shall be such that the material shall have an average molecular weight on the order of $10^6$. Solutions stronger than .1% should be slightly acidic. Material should be soluble up to 1.0% (Contractor shall furnish data relating viscosity (CPS) to % solution.)

10. **Packing**: Polymer shall be shipped in bags containing up to 55 pounds. Bags shall contain a moisture barrier and broken bags shall not be accepted. The net weight of packages shall not deviate from the recorded weight by more than 1.5% plus or minus. If exception is taken to the weight of material received, it shall be based on a certified unit weight of not less than 10% of the packages shipped, selected at random, from the entire shipment.

11. **Marking**: Each shipment of material shall be clearly identified. Each package shall have marked legible thereon the net weight of the contents, the name of the manufacturer, and a brand name.

12. **Shipping**: Shipment shall be delivered in a closed truck offering maximum protection from the weather. Maximum delivery time shall be 30 days after receiving verbal or written order. Shipment shall be palletized, wooden slats on top and bottom, maximum of 1500 pounds per pallet. Receiving facility shall be notified one (1) day in advance of receiving shipment.

**J. TASTE AND ODOR CONTROL**

The following chemical specifications are for use in controlling and removing causative agents responsible for producing taste and odors in potable water.

**Chemical**

- Powdered Activated Carbon
- Sodium Percarbonate Algaecide

1. **POWDERED ACTIVATED CARBON**

Shall be provided in accordance with AWWA Standard B600-10 or most current revision except as follows:

Samples were requested of interested contractors and bid ratios for the various products supplied were determined by performance testing. Bid ratios for carbon were prepared using the following experimental design:

A. Basin B evaluated at 21 MGD
B. Mixing routine:

<table>
<thead>
<tr>
<th>RPM</th>
<th>TIME</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>142</td>
<td>0'</td>
<td>PAC addition</td>
</tr>
<tr>
<td>142</td>
<td>3' 0&quot;</td>
<td>Alum addition and pH adjustment</td>
</tr>
<tr>
<td>120</td>
<td>3' 28&quot;</td>
<td></td>
</tr>
<tr>
<td>100</td>
<td>3' 44&quot;</td>
<td></td>
</tr>
<tr>
<td>80</td>
<td>7' 41&quot;</td>
<td>Polymer addition</td>
</tr>
<tr>
<td>40</td>
<td>10' 58&quot;</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>14' 53&quot;</td>
<td></td>
</tr>
<tr>
<td>0</td>
<td>20' 0&quot;</td>
<td></td>
</tr>
<tr>
<td>0</td>
<td>30' 0&quot;</td>
<td>Samples collected</td>
</tr>
</tbody>
</table>

Samples collected at 30' and analyzed by solid phase microextraction gas chromatography mass spectrometry (SPME-GCMS) for geosmin and 2-methylisoborneol (MIB).

Five (5) geosmin and four (4) MIB scenarios, representing typical required percent odorant removals from previous T&O seasons, were used in determining the bid table ratio. These scenarios required geosmin removals of 11.4 percent, 30.8 percent, 48.6 percent, 69.7 percent, and 90.8 percent. Required removals for MIB were 13.2 percent, 36.9 percent, 58.9 percent, and 86.1 percent. The dose of each carbon needed to achieve these removals was calculated from data produced in the above experimental design (rounded up to the next 5 ppm). A performance factor was determined for each scenario and carbon and each odorant by dividing the operational carbon dose required for each carbon by the operational dose required for the best performing carbon (i.e. lowest dose) at each scenario. The total performance factor for each carbon / odorant combination was then determined by taking a weighted average of the performance factors from the various scenarios. The final performance factor for a carbon for each round of testing was then calculated as the average of the performance factors for geosmin and MIB. Performance factors were determined twice (April and September 2018) to capture different surface water qualities. The performance factors from April and September were then averaged to obtain the following bid ratio table:

<table>
<thead>
<tr>
<th>Company</th>
<th>Product</th>
<th>Bid Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jacobi</td>
<td>AquaSorb CB1-MW</td>
<td>1.000</td>
</tr>
<tr>
<td>Jacobi</td>
<td>AquaSorb LP39</td>
<td>1.005</td>
</tr>
<tr>
<td>Oxbow</td>
<td>OxPure AQM 325X</td>
<td>1.019</td>
</tr>
<tr>
<td>Cabot Norit</td>
<td>Hydrodarco LW M2361</td>
<td>1.112</td>
</tr>
<tr>
<td>Standard Purification</td>
<td>Watercarb 1000</td>
<td>1.421</td>
</tr>
<tr>
<td>Standard Purification</td>
<td>Watercarb EXP</td>
<td>1.577</td>
</tr>
<tr>
<td>Oxbow</td>
<td>OxPure AQM 325Y</td>
<td>1.602</td>
</tr>
<tr>
<td>Cabot Norit</td>
<td>Hydrodarco EX M2364</td>
<td>1.651</td>
</tr>
<tr>
<td>CarbPure Thatcher</td>
<td>CarbPure 800</td>
<td>2.165</td>
</tr>
</tbody>
</table>
Several other PACs were tested, but their performance did not qualify them as appropriate for use at the County and they were not processed through the complete testing. Any PAC which required more than 150 ppm (the maximum dose which the County can reliably feed at typical production rates) to reach any of the required removals from the various scenarios was rejected. The bid price per ton is to be multiplied by this bid ratio in order to determine the actual cost for equal performance. Only those products that are listed in the table above, which have had bid ratios determined by this procedure, are allowed to submit bids in response to this solicitation. Upon commencement of the agreement, the County shall perform jar testing on the delivered PAC to generate dose removal curves for both MIB and geosmin. If it is determined that the bulk PAC delivered differs substantially in performance and specifications from the sample submitted for testing to generate the performance factors listed above, the County reserves the right to procure the product from the next lowest responsive, responsible Contractor or to solicit new pricing.

The AWWA B600-05 specifications shall apply except as follows:

Additional Specification for Supply and Delivery of PAC: PAC use at the County is episodic in nature and is determined by surface water quality. As such, Contractor shall have the capacity and inventory in the United States to provide PAC to the County at a rate of 60,000 lbs. every other day for a two-week period with the understanding that at the other extreme the PAC use may be as low as 1 truckload for the entire year.

An Affidavit of Compliance meeting AWWA B600-005 requirements verifying supplied carbon shall meet this standard is required at time of delivery.

K. SODIUM PERCARBONATE ALGAECIDE
The chemical product shall be a granular sodium percarbonate based algaecide containing a minimum of 85% sodium carbonate peroxyhydrate as the active ingredient. Algaecide may be shipped in bags containing up to 50 lbs. Bags shall contain a moisture barrier and broken bags shall not be accepted. Algaecide use at the County is episodic in nature and is determined by the surface water quality. As such, Contractor shall have the capacity and inventory in the United States to provide sodium percarbonate algaecide to the County at a rate of 20,000 pounds every other week for a two-month period with the understanding that on the other extreme the algaecide use may be as low as one truckload or less for the entire year.

L. HYDROFLUOROSILICIC ACID
All specifications are in accordance with AWWA Standard B703-11 except as follows:
1. The Hydrofluorosilicic Acid shall be 25% + 2% by weight.
2. Bulk delivery is required.
3. An Affidavit of Compliance meeting AWWA B703-111 requirements verifying certified analysis is to be sent with each delivery.

M. LIQUID ALUM (ALUMINUM SULFATE) – COAGULANT
The following chemical is specified for use in the coagulation of potable drinking water. This chemical is intended specifically for use in the coagulation of colored surface water sources.

1. CHEMICAL: Liquid Alum (8.3% Al₂O₃)  UNIT: dry ton

All specifications are in accordance with AWWA (American Water Works Association) standard B403-09, except as follows:
Sec. 4 Only liquid is required.
Sec. 6.2.4 Certified weight certificates for each shipment is required
Sec. 6.3 Affidavit of Compliance is required.

2. Delivery Requirements

i. **Shipment:** The Contractor shall be able to make shipments within 24 hours after notification. If the Contractor cannot meet the delivery requirements the right is reserved to buy Aluminum Sulfate from the next low bidder.

ii. **Storage Tank:** The Aluminum Sulfate shall be delivered and transferred into two (2) Manatee County Water Treatment Plant storage tanks. Tanks are 20,000-gallon capacity ASME grade and have inter-connecting piping to allow for storage/usage flexibility.

iii. **Delivery Location:** Manatee County Utilities
WATER TREATMENT PLANT
17915 Waterline Road
Bradenton, FL 34212

iv. **Delivery Route:** Deliveries shall be made using the State Road 64 to Dam Road to Waterline Road route to minimize impact on residential areas.

N. **AMMONIUM SULFATE**
AS4000 Ammonium Sulfate 40% solution as a source of ammonia for the formation of chloramines to disinfect treated water. This product shall comply with AWWA standard B302-16 (https://www.awwa.org/store/productdetail.aspx?productid=58392229) and meet all NSF/ANSI 60 requirements and be certified by NSF as meeting those requirements (http://www.nsf.org/services/by-industry/water-wastewater/water-treatment-chemicals/NSF-ANSI-Standard-60).

END OF EXHIBIT A
## Price is firm for one year from date of execution by County (effective date). After the initial one-year agreement, price increases not-to-exceed PPI - PCU325-325, must be provided to the County for approval prior to annual renewal date.

### END OF EXHIBIT B
STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] _____
Don Jernstrom _________, as [INSERT TITLE] Business Manager _______ of
[INSERT SUPPLIER NAME] Mosaic Global Sales, LLC ______, with full authority to bind
(hereinafter "SUPPLIER"), who being first duly sworn, deposes and says that SUPPLIER:

(a) Is not currently engaged and will not become engaged in any obligations,
undertakings or contracts that will require SUPPLIER to maintain an adversarial role against the
County or that will impair or influence the advice, recommendations or quality of work provided
to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships
and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be
deeded to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision
of the State of Florida, to enter into this Agreement No. 19-R070266BLS
for Hydrofluosilicic Acid

DATED this 4th day of April __________, 2019.

[Signature]

The foregoing instrument was sworn to and acknowledged before me this 4th day of
April __________, 2019, by Don Jernstrom _______ as
Business Manager _______ of Mosaic Global Sales, LLC. He/she is personally known to me or
has produced _______ as identification.

Notary Public, State of Florida at Large
Heidi Schmitz
Commission No. GG 086634
EXHIBIT D  
INSURANCE AND BOND REQUIREMENTS

The SUPPLIER will not commence work under the resulting Agreement until all insurance coverages indicated herein have been obtained. The SUPPLIER shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

<table>
<thead>
<tr>
<th>STANDARD INSURANCES</th>
<th>REQUIRED LIMITS</th>
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</thead>
<tbody>
<tr>
<td>1. ☒ Automobile Liability Insurance:</td>
<td>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:</td>
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<td>• $ 1,000,000 Combined Single Limit; OR</td>
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<td>• $ 500,000 Bodily Injury and $ 500,000 Property Damage</td>
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<td></td>
<td>• $10,000 Personal Injury Protection (No Fault)</td>
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<td>• $ 500,000 Hired, Non-Owned Liability</td>
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<td></td>
<td>• $10,000 Medical Payments</td>
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<td></td>
<td><em>This policy shall contain severability of interests’ provisions.</em></td>
</tr>
</tbody>
</table>
| 2. ☒ Commercial General Liability Insurance:  
(*Per Occurrence form only; claims-made form is not acceptable*) | Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than: |
|                      | • $ 1,000,000 Single Limit Per Occurrence |
|                      | • $ 2,000,000 Aggregate |
|                      | • $1,000,000 Products/Completed Operations Aggregate |
|                      | • $ 1,000,000 Personal and Advertising Injury Liability |
|                      | • $ 50,000 Fire Damage Liability |
|                      | • $ 10,000 Medical Expense, and |
|                      | • $ 1,000,000, Third Party Property Damage |
|                      | • $ ___ Project Specific Aggregate (Required on projects valued at over $10,000,000) |
|                      | *This policy shall contain severability of interests’ provisions.* |
| 3. ☒ Employer’s Liability Insurance | Coverage limits of not less than: |
|                      | • $100,000 Each Accident |
|                      | • $500,000 Disease Each Employee |
|                      | • $500,000 Disease Policy Limit |
| 4. ☒ Worker’s | Coverage limits of not less than: |
|                      | • Statutory workers’ compensation coverage shall apply for all |
### Compensation Insurance

employees in compliance with the laws and statutes of the State of Florida and the federal government.

- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should ‘leased employees’ be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers’ Compensation coverage and Employer’s Liability coverage for all personnel on the worksite and in compliance with the above Workers’ Compensation requirements.

**NOTE:** Workers’ Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

### OTHER INSURANCES

<table>
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<tr>
<th>REQUIRED LIMITS</th>
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<tr>
<td><strong>5. Aircraft Liability Insurance</strong></td>
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<td><strong>6. Unmanned Aircraft Liability Insurance (Drone)</strong></td>
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<td><strong>7. Installation Floater Insurance</strong></td>
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<tr>
<td><strong>8. Professional Liability and/or Errors and Omissions</strong></td>
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</tbody>
</table>
| **(E&O) Liability Insurances** | • $1,000,000 Bodily Injury and Property Damage Each Occurrence  
• $2,000,000 General Aggregate |
|---|---|
| **9. Builder’s Risk Insurance** | When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder’s Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:  
• An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed  
• The policy shall not carry a self-insured retention/deductible greater than $10,000  
Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable. |
| **10. Cyber Liability Insurance** | Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:  
• $____ Security Breach Liability  
• $____ Security Breach Expense Each Occurrence  
• $____ Security Breach Expense Aggregate  
• $____ Replacement or Restoration of Electronic Data  
• $____ Extortion Threats  
• $____ Business Income and Extra Expense  
• $____ Public Relations Expense  
NOTE: Policy must not carry a self-insured retention/deductible greater than $25,000. |
| **11. Hazardous Materials Insurance (As Noted)** | Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.  
All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:  

**Pollution Liability**  
• Amount equal to the value of the contract, subject to a $1,000,000
2. **Asbestos Liability (If handling within scope of Contract)**
   - Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

3. **Disposal**
   When applicable, SUPPLIER shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.
   - Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
   - Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

| 12. **Hazardous Materials/Waste Transportation Insurance** | SUPPLIER shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a $1,000,000 minimum, per accident.

| 13. **Liquor Liability Insurance** | Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- $1,000,000 Each Occurrence and Aggregate

| 14. **Garage Keeper’s Liability Insurance** | Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.
15. □ Bailee’s Customer Liability Insurance

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization’s premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the SUPPLIER’S care, custody and control.

16. □ Hull and Watercraft Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- $ _____ Each Occurrence
- $ _____ General Aggregate
- $ _____ Fire Damage Liability
- $10,000 Medical Expense, and
- $ _____ Third Party Property Damage
- $ _____ Project Specific Aggregate (Required on projects valued at over $10,000,000)

17. □ Other [Specify]

BOND REQUIREMENTS

1. □ Bid Bond

A Bid Bond in the amount of $______ or ____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number.

In lieu of the bond, the bidder may file an alternative form of security in the amount of $______ or ____% of the total offer, in the form of a money order, a certified check, a cashier’s check, or an irrevocable letter of credit issued to Manatee County.

NOTE: A construction project over $200,000 requires a Bid Bond in the amount of 5% of the total bid offer.
2. **Payment and Performance Bond**

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<td>A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.</td>
</tr>
</tbody>
</table>

NOTE: A construction project over $200,000 requires a Payment and Performance Bond.

Approved: ____________  Date: ____________
INSURANCE REQUIREMENTS

I. THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

a. “Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to: Liability arising out of activities performed by or on behalf of the SUPPLIER, his agents, representatives, and employees; products and completed operations of the SUPPLIER; or automobiles owned, leased, hired or borrowed by the SUPPLIER. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the SUPPLIER shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

b. The SUPPLIER'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of SUPPLIER's insurance and shall be non-contributory.

c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the SUPPLIER for the COUNTY.

II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy’s renewal date(s) for as long as this contract remains in effect, SUPPLIER shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.

b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.
In addition, when requested in writing from the COUNTY, SUPPLIER will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

c. The project’s solicitation number and title shall be listed on each certificate.

d. SUPPLIER shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.

e. SUPPLIER agrees that should at any time SUPPLIER fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.

f. The SUPPLIER waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

g. The SUPPLIER has sole responsibility for all insurance premiums and policy deductibles.

h. It is the SUPPLIER’S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. SUPPLIER shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or SUPPLIER shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.

i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the SUPPLIER’s deductible or self-insured retention and to require that it be reduced or eliminated.

III. SUPPLIER understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY’S failure to request evidence of this insurance coverage shall not be construed as a waiver of SUPPLIER’S obligation to provide and maintain the insurance coverage specified.

IV. The enclosed Hold Harmless Agreement shall be signed by the SUPPLIER and shall become a part of the contract.
V. SUPPLIER understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY’S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.

VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

VII. BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a proposal, the SUPPLIER agrees should its proposal be accepted, to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award. The SUPPLIER further agrees that failure to execute and deliver said form of Agreement within ten (10) calendar days will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The SUPPLIER further agrees that in case the SUPPLIER fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a SUPPLIER, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing work, the SUPPLIER shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the SUPPLIER of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the SUPPLIER to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best’s Key Guide, latest edition. Failure to provide the required bonds on the prescribed form may result in SUPPLIER being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as “A-” or better by Best’s Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to “Manatee County, a political subdivision of the State of Florida”, within ten (10) calendar days after issuance of notice of intent to award. In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the SUPPLIER shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the SUPPLIER until the SUPPLIER has complied with this paragraph.
Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the SUPPLIER. Failure of the SUPPLIER to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible SUPPLIER or re-advertise this RFP.

Failure of COUNTY at any time to require performance by the SUPPLIER of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

[Remainder of page intentionally left blank]
SUPPLIER'S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance and bond requirements of this Agreement and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

SUPPLIER Name: The Mosaic Company  Date: 4/11/2019

Authorized Signature: [Signature]

Print Name: Michael R. Bishop  Director Insurance & Risk Management

Insurance Agency: Willis Towers Watson

Agent Name: Brad Frankenstein  Agent Phone: 763-302-7171

Surety Agency: N/A

Surety Name: N/A  Surety Phone: N/A

Please return this completed and signed statement with your quote/bid.
CERTIFICATE OF LIABILITY INSURANCE

**PRODUCER**
Willis Towers Watson Midwest, Inc. fka Willis of Minnesota, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN  372305191 USA

**INSURED**
Mosaic Global Sales, LLC
Attn: Mike Bishop, Director Risk Mgmt.
Atria Corporate Center, Suite E490
3033 Campus Drive
Plymouth, MN   55441 USA

**CONTACT**

**COVERSAGES**

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<tr>
<th>INSURER LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL SUB</th>
<th>POLICY NUMBER</th>
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<th>POLICY EXP (MM/DD/YYYY)</th>
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<td></td>
<td></td>
<td></td>
<td>AGGREGATE</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>A</td>
<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ANY PROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)</td>
<td>N/A</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>MWC 314150 00</td>
<td>10/22/2018</td>
<td>10/22/2019</td>
<td>E.L. EACH ACCIDENT</td>
<td>$3,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE</td>
<td>$3,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT</td>
<td>$3,000,000</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

Manatee County, a political subdivision of the State of Florida is included as an Additional Insured as respects to General Liability and Auto Liability.

General Liability and Auto Liability shall be Primary to any other insurance in force for or which may be purchased by Additional Insured(s).

**CERTIFICATE HOLDER**

Manatee County,
a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

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### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25  **FORM TITLE:** Certificate of Liability Insurance

Waiver of Subrogation applies in favor of COUNTY, its officials, employees and volunteers with respects to Workers Compensation, as permitted by law.

General Liability and Excess Liability insurance includes Named Peril/Time Element Pollution Coverage per the policy wording.
A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.

Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980

FORM MCS-90

Issued to The Mosaic Company of Minnesota

(Motor Carrier name) (Motor Carrier state)

Dated at Brookfield, WI on this 22nd day of October, 2016

Amending Policy Number: MWTB 308058 Effective Date: 10/22/16

Name of Insurance Company: Old Republic Insurance Company

Countersigned by: (authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

☐ This insurance is primary and the company shall not be liable for amounts in excess of $3,000,000 for each accident.

☐ This insurance is excess and the company shall not be liable for amounts in excess of $ for each accident in excess of the underlying limit of $ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 877-797-3400.

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA’s registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.
The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

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**SCHEDULE OF LIMITS — PUBLIC LIABILITY**

<table>
<thead>
<tr>
<th>Type of carriage</th>
<th>Commodity transported</th>
<th>January 1, 1985</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).</td>
<td>Property (nonhazardous)</td>
<td>$750,000</td>
</tr>
<tr>
<td>(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).</td>
<td>Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).</td>
<td>Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).</td>
<td>Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.</td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>

*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.*