

TOWN OF DUNDEE, FLORIDA
PIGGYBACK PURCHASING AGREEMENT
FOR PURCHASE AND DELIVERY OF SODIUM HYPOCHLORITE
(CITY OF LAKE WALES ITB NO. 26-17)

This Piggyback Purchasing Agreement for Purchase and Delivery of Sodium Hypochlorite (the “Agreement”) is entered into between the Town of Dundee, Florida, a Florida municipal corporation, whose address is 202 East Main Street, Dundee, Florida 33838 (the “Town”), and Odyssey Manufacturing Company, a Delaware corporation authorized to transact business in the State of Florida, whose address is 1484 Massaro Boulevard, Tampa, Florida 33619 (the “Vendor”).

RECITALS

WHEREAS, the Town requires Ultrachlor 12.5 Trade Percent Sodium Hypochlorite for its water and wastewater utility operations; and

WHEREAS, the City of Lake Wales, Florida (“Lake Wales”), through Invitation to Bid No. 26-17, conducted a competitive sealed bid procurement for sodium hypochlorite (the “Lake Wales Solicitation”); and

WHEREAS, Vendor submitted a responsive bid in the amount of \$1.76 per gallon and Lake Wales selected Vendor and entered into an Agreement for Purchase of Sodium Hypochlorite for a term beginning October 1, 2026 and ending September 30, 2027, with two optional one-year renewal terms upon mutual agreement (collectively, together with the solicitation, bid, award materials, and agreement, the “Lake Wales Contract Documents”); and

WHEREAS, Vendor’s Lake Wales bid expressly permits other governmental agencies to use the proposal; and

WHEREAS, by letter dated September 15, 2026, Vendor expressly offered to supply the Town with Ultrachlor 12.5 Trade Percent Sodium Hypochlorite at the same unit price of \$1.76 per gallon, with no fuel surcharge, delivery fee, or other hidden charge, subject to tanker accessibility; and

WHEREAS, pursuant to Resolution No. 26-____, the Town Commission determined that the Lake Wales competitive procurement process is substantially similar to the competitive process required by Section 2-159 of the Code of Ordinances of the Town of Dundee and authorized the Town to piggyback the Lake Wales Contract Documents; and

WHEREAS, the parties desire to state the Dundee-specific terms that govern the Town’s use of the Lake Wales Contract Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Town and Vendor agree as follows:

1. Incorporation and Order of Precedence. The Recitals are incorporated into this Agreement. The Lake Wales Contract Documents and Vendor’s September 15, 2026 letter to the Town are incorporated by reference and shall be maintained with the Town’s procurement file and authorizing resolution. Except as expressly modified by this Agreement, the specifications, product standards, delivery requirements, testing requirements, and other applicable terms of the Lake Wales Contract Documents govern the parties. If a conflict exists, this Agreement controls, followed by the executed Lake Wales Agreement, Vendor’s accepted bid, and the Lake Wales solicitation documents, in that order.

2. Scope; Product. Vendor shall furnish and deliver Ultrachlor 12.5 Trade Percent Sodium Hypochlorite meeting the specifications contained in Lake Wales ITB No. 26-17 to the Town’s tanker-accessible water and wastewater facilities, as ordered by the Town. Vendor shall provide technical assistance customarily provided with its chemical supply when requested by the Town.

3. Price; No Surcharges. The unit price is fixed at ONE DOLLAR AND SEVENTY-SIX CENTS (\$1.76) per gallon during the initial Term. The price includes all ordinary costs of furnishing and delivering the product to the Town's tanker-accessible facilities. No fuel surcharge, delivery fee, environmental fee, or other surcharge or hidden charge may be added unless expressly approved in advance by written amendment executed by the Town and Vendor.

4. Nonexclusive; No Minimum Purchase. This Agreement is nonexclusive. The Town does not guarantee any minimum quantity, volume, expenditure, or number of deliveries. Nothing in this Agreement grants Vendor an exclusive right to supply the Town's sodium hypochlorite requirements. The Town may lawfully procure sodium hypochlorite from another source when the Town determines such procurement is necessary or appropriate, including because of emergency, product unavailability, delivery failure, nonperformance, operational need, or another lawful procurement basis.

5. Orders; Delivery. Purchases shall be made on an as-needed basis by purchase order, release, or other written authorization issued by the Town. Unless otherwise agreed in writing for a particular order, normal deliveries shall be made within three (3) calendar days after receipt of the Town's order and emergency deliveries shall be made within twenty-four (24) hours, consistent with the Lake Wales Contract Documents. Vendor shall immediately notify the Town of any condition reasonably expected to delay a requested delivery.

6. Term; Renewals. The initial Term shall begin October 1, 2026, provided this Agreement has been approved and executed by both parties, and shall end September 30, 2027. If this Agreement is executed after October 1, 2026, the Term shall begin on the date of the last signature and still end September 30, 2027. The Town may renew this Agreement only by written mutual agreement for a renewal period that is within the scope and available renewal term of the Lake Wales Contract Documents, unless the Town independently satisfies another lawful procurement method. No renewal is automatic.

7. Appropriation; Payment. The Town's obligations are subject to the lawful appropriation of funds. Payments shall be governed by the Florida Local Government Prompt Payment Act, sections 218.70 et seq., Florida Statutes, as amended. The Town is not responsible for amounts attributable to unauthorized deliveries, quantities, fees, or charges.

8. Inspection; Product Compliance. All product shall conform to the specifications, certifications, testing, sampling, safety, and manufacturer-report requirements stated in the Lake Wales Contract Documents. The Town may reject nonconforming product and may exercise any applicable remedy provided by the incorporated contract documents or Florida law.

9. Insurance. Before the first delivery and throughout the Term, Vendor shall maintain the insurance required by the Lake Wales Contract Documents and any applicable Town minimum insurance requirements. Upon request, Vendor shall provide current certificates of insurance and endorsements. The Town of Dundee, its elected and appointed officials, officers, and employees shall be included as additional insureds on applicable commercial general liability coverage to the extent commercially available and required by the Town.

10. Indemnification. To the fullest extent permitted by law, Vendor shall indemnify and hold harmless the Town of Dundee and its officers and employees from liabilities, damages, losses, and costs, including reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Vendor or persons employed or utilized by Vendor in performance of this Agreement. Nothing in this Agreement shall be construed as an indemnification by the Town or as a waiver of the Town's sovereign immunity or the limitations of section 768.28, Florida Statutes.

11. Public Records. To the extent Vendor is a "contractor" acting on behalf of the Town within the meaning of section 119.0701, Florida Statutes, Vendor shall comply with all applicable public-records obligations, including keeping and maintaining required public records; providing records to the Town upon request within a reasonable time and at lawful cost; protecting confidential or exempt records; and,

upon completion of the Agreement, transferring public records to the Town at no cost or retaining them in compliance with law. All electronically stored records must be provided in a format compatible with the Town's information technology systems upon request.

PUBLIC RECORDS NOTICE. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERICA ANDERSON, TOWN CLERK, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838; TELEPHONE (863) 438-8330, EXT. 258; E-MAIL EANDERSON@TOWNOFDUNDEE.COM.

12. E-Verify. Vendor shall register with and use the E-Verify system as required by section 448.095, Florida Statutes, and shall require any subcontractor subject to the statute to do the same. Vendor shall obtain and retain any subcontractor affidavit required by law. A violation shall be handled in accordance with section 448.095, Florida Statutes.

13. Human Trafficking Affidavit. Before performance, Vendor shall provide the affidavit required by section 787.06(14), Florida Statutes, signed by an officer or representative under penalty of perjury and attesting that Vendor does not use coercion for labor or services as defined by that statute. A form affidavit is attached as Exhibit "A."

14. Public Entity Crime; Scrutinized Companies. Vendor represents that it is legally eligible to contract with the Town under section 287.133, Florida Statutes. This Agreement may be terminated at the Town's option if Vendor becomes subject to a contracting prohibition or termination right under section 287.135, Florida Statutes, including placement on an applicable scrutinized-company or boycott list, or engagement in conduct for which the statute authorizes termination.

15. Compliance with Laws. Vendor shall comply with all applicable federal, state, county, and Town laws, rules, ordinances, regulations, safety requirements, and environmental requirements applicable to the product, transportation, delivery, employees, and performance under this Agreement.

16. Termination. The Town may terminate this Agreement for convenience upon thirty (30) days' written notice. The Town may terminate immediately or upon such cure period as the Town determines reasonable for material breach, failure to deliver, delivery of nonconforming product, failure to maintain required insurance, violation of law, or a condition that threatens utility operations, public health, or safety. Vendor shall be paid for conforming product properly delivered and accepted before the effective termination date.

17. Force Majeure. Neither party shall be liable for delay caused by events beyond its reasonable control, provided the affected party gives prompt written notice and uses reasonable efforts to mitigate the delay. A force majeure event does not require the Town to accept untimely delivery when the Town reasonably determines that alternate procurement is necessary to protect utility operations, public health, or safety.

18. Notices. Formal notices shall be in writing and delivered personally, by nationally recognized overnight service, or by certified United States mail, return receipt requested. Notices to the Town shall be addressed to Kenneth Cassel, Town Manager, Town of Dundee, 202 East Main Street, Dundee, Florida 33838, with a copy to the Town Attorney at the same address. Notices to Vendor shall be addressed to Odyssey Manufacturing Company, 1484 Massaro Boulevard, Tampa, Florida 33619, Attn: General Manager. Either party may update its notice information by written notice.

19. Governing Law; Venue. This Agreement is governed by Florida law. Venue for any action arising from this Agreement shall lie in a court of competent jurisdiction in Polk County, Florida, or, if federal jurisdiction exists, in the United States District Court for the Middle District of Florida.

20. Assignment; Modification. Vendor may not assign this Agreement without the Town's prior written consent. No amendment or modification is effective unless in writing and executed by authorized representatives of both parties. Purchase orders may implement this Agreement but may not materially amend it unless expressly approved as a written amendment.

21. Independent Contractor; No Third-Party Beneficiaries. Vendor is an independent contractor. Nothing in this Agreement creates an employment, agency, partnership, or joint-venture relationship, and no third party is an intended beneficiary.

22. Entire Agreement; Severability; Counterparts. This Agreement, together with the incorporated Lake Wales Contract Documents and Vendor's September 15, 2026 letter, constitutes the parties' agreement regarding this piggyback procurement. If any provision is held invalid, the remaining provisions remain enforceable to the fullest extent permitted by law. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

SIGNATURES

TOWN OF DUNDEE, FLORIDA

By: _____

Kenneth Cassel, Town Manager

Date: _____

ATTEST:

Erica Anderson, Town Clerk

Approved as to Form and Legal Sufficiency:

Markeishia L. Smith, Town Attorney

ODYSSEY MANUFACTURING COMPANY

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT “A”
HUMAN TRAFFICKING AFFIDAVIT
SECTION 787.06(14), FLORIDA STATUTES

Before me, the undersigned authority, personally appeared _____, as _____ of Odyssey Manufacturing Company (“Vendor”), who, being duly authorized and under penalty of perjury, certifies on behalf of Vendor that Vendor does not use coercion for labor or services as “coercion” is defined in section 787.06, Florida Statutes.

The undersigned further acknowledges that this affidavit is provided to the Town of Dundee, Florida, in connection with the execution of a contract between a nongovernmental entity and a governmental entity as required by section 787.06(14), Florida Statutes.

ODYSSEY MANUFACTURING COMPANY

By: _____
Name: _____
Title: _____
Date: _____

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2026, by _____, as _____ of Odyssey Manufacturing Company, who ☐ is personally known to me or ☐ produced _____ as identification.

Notary Public
Printed Name: _____
My Commission Expires: _____