CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: October 1, 2025

Presenter's Name and Title: Jinsheng Huo, Ph.D., P.E., BCEE, Assistant Director of Utilities, on behalf of the Utilities Department, and Alicia Ayum, Director of Procurement on behalf of the Procurement Department

Prepared By: Jinsheng Huo, Ph.D., P.E., BCEE, Assistant Director of Utilities

Temp. Reso. Number: 8501

Item Description: TEMP. RESO. #R8501 APPROVING THE ANNUAL PURCHASE OF CHEMICALS FROM SEVERAL COMPANIES INCLUDED IN THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP, AND FROM ONE COMPANY, WHICH IS AN APPROVED SOLE SOURCE SUPPLIER, TO SUPPLEMENT THE TREATMENT REQUIREMENTS FOR THE EAST WATER TREATMENT PLANT, FOR THE WEST WATER TREATMENT PLANT AND FOR THE WASTEWATER RECLAMATION FACILITY, IN A TOTAL AMOUNT NOT-TO-EXCEED $2,942,600 FOR FISCAL YEAR 2026. (Assistant Director of Utilities Jinsheng (Jin) Huo and Procurement Director Alicia Ayum)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: N/A

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ___, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____ (fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding of $654,000 is available in Utilities, GL-Account 410-55-554-533-130-605280 Entitled "East Water Treatment Plant – Chemicals." Funding of $1,410,000 is available in Utilities, GL-Account 410-55-554-533-140-605280 Entitled "West Water Treatment Plant – Chemicals." Funding of $878,600 is available in Utilities, GL-Account 410-55-555-535-000-605280 Entitled "Wastewater Reclamation Facility – Chemicals."

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8501**
- **Attachment(s)**
  - Attachment 1A: City of Marco Island Contract No. 2022-031-2

- Attachment 1B: City of Marco Island Renewal No.2 & No.1
- Attachment 1C: Letter from Allied Universal Corporation
- Attachment 2: Piggyback Agreement with Allied Universal Corporation's Peace River Co-Operative 2024-0-2024RK
- Attachment 3A: Contract Palm Beach County Contract No. 22-021/MB
- Attachment 3B: Letter from American Water Chemicals, Inc.
- Attachment 4: Approved Sole Source Justification for Carus Corporation
- Attachment 5A: City of Deerfield Co-Operative ITB#25-016
- Attachment 5B: Letter from Shrieve Chemical Company
- Attachment 6: City of Tampa BID #24-P-04131 Contract with Polydyne, Inc.

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager

BY: Francois Domond, P.E., Director of Utilities

DATE: September 25, 2025

RE: Temp. Reso. No. 8501 Annual Purchase of Chemicals

RECOMMENDATION: The City Manager recommends the approval of Temp. Reso. No. 8501, approving the annual purchase of chemicals from several companies for the East Water Treatment Plant, for the West Water Treatment Plants, and for the Wastewater Reclamation Facility, in a total amount not-to-exceed $2,942,600 for Fiscal Year 2026 ("FY26").

ISSUE: City Commission approval is required for expenditures exceeding $75,000 in accordance with City Code Section 2-412(a)(1).

BACKGROUND: The City of Miramar Treatment Facilities uses several chemicals for water purification. The City of Miramar is a participant in the Southeast Florida Governmental Purchasing Cooperative Group ("SEFGPCG"). The City would like to utilize the competitive bids from the SEFGPCG, all of which were awarded to the lowest responsive and responsible bidder(s), to purchase the chemicals used in the treatment processes. Also, the City would like to purchase one of the chemicals, the Corrosion Inhibitor, using an approved sole source supplier.

DISCUSSION: Funding has been appropriated in the FY26 Operating Budget, Chemical Accounts as follows (Table 1):

Facility Name	Account Number	Amount
East Water Treatment Plant	410-55-554-533-130-605280	$654,000
West Water Treatment Plant	410-55-554-533-140-605280	1,410,000
Wastewater Reclamation Facility	410-55-555-535-000-605280	878,600
Total		$2,942,600

The table below (Table 2) provides a breakdown of the chemicals to be purchased from each contract:

Chemical Contract	Chemical	Company Name	E-WTP	W-WTP	WWRF	Amount
City of Marco Island Contract No.2022-031-2	Sodium Hydroxide (Caustic Soda)	Allied Universal Corporation	$160,000	$275,000	$14,000	$449,000
Peace River Manasota Regional Water Supply Authority, IFB 2025	Sodium Hypochlorite (bleach/chlorine)	Allied Universal Corporation	210,000	450,000	639,600	1,299,600
Palm Beach County Contract No. 22-021/MB Antiscalant	Antiscalant	American Water Chemicals, Inc	84,000	180,000	0	264,000
Sole Source	Corrosion Inhibitor (Phosphate)	Carus Corp.	200,000	410,000	0	610,000
City of Deerfield Beach Co-Operative ITB# 25-016	Sulfuric Acid	Shrieve Chemical Company	0	95,000	0	95,000
City of Tampa Bid #24-P-04131	Polymer	Polydyne, Inc.	0	0	225,000	225,000
	Total		**$654,000**	**$1,410,000**	**$878,600**	**$2,942,600**

Purchases by company are summarized as follows (Table 3):

Company Name	Total Contract Value
Allied Universal Corporation	$1,748,600
American Water Chemicals	264,000
Carus Corp.	610,000
Shrieve Chemical Company	95,000
Polydyne, Inc.	225,000
Total	**$2,942,600**

ANALYSIS: Annual chemical purchases are critical to supplement the treatment operations at the City's Water and Wastewater Treatment Plants. This will ensure that the City is compliant with Federal, State and local agency rules and regulations, as well as provide protection of life, health, safety and the welfare of the community.

Funding of $654,000 is available in Utilities, GL-Account 410-55-554-533-130-605280 Entitled "East Water Treatment Plant – Chemicals." Funding of $1,410,000 is available in Utilities, GL-Account 410-55-554-533-140-605280 Entitled "West Water Treatment Plant – Chemicals." Funding of $878,600 is available in Utilities, GL-Account 410-55-555-535-000-605280 Entitled "Wastewater Reclamation Facility – Chemicals."

Temp. Reso. No. 8501
8/12/25
9/25/25

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE ANNUAL PURCHASE OF CHEMICALS FROM SEVERAL COMPANIES INCLUDED IN THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP, AND FROM ONE COMPANY, WHICH IS AN APPROVED SOLE SOURCE SUPPLIER, TO SUPPLEMENT THE TREATMENT REQUIREMENTS FOR THE EAST WATER TREATMENT PLANT, FOR THE WEST WATER TREATMENT PLANT AND FOR THE WASTEWATER RECLAMATION FACILITY, IN A TOTAL AMOUNT NOT-TO-EXCEED $2,942,600 FOR FISCAL YEAR 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar Treatment Facilities use several chemicals for their water purification processes; and

WHEREAS, Section 2-412(a)(1) of the City Code provides that all commodities or services provided by a single vendor in excess of $75,000 must be formally approved by the City Commission; and

WHEREAS, the City is a participant in the Southeast Florida Governmental Purchasing Cooperative Group; and

WHEREAS, the Southeast Florida Governmental Purchasing Cooperative Group issued and awarded bids through leading agencies for prospective chemicals as follows:

1) The City of Marco Island approved a contract with Allied Universal Corporation, to provide Sodium Hydroxide, through Invitation for Bid No. 2022-031-2;

2) Peace River Manasota Regional Water Supply Authority approved a with Allied Universal Corporation, to provide Sodium Hypochlorite, through the Contract IFB 2025;

3) The Palm Beach County approved a contract with American Water Chemicals Inc., to provide antiscalant, through Contract 22-021/MB;

4) The City of Deerfield Beach approved a contract with Shrieve Chemical Company, to provide sulfuric acid, through Contract ITB# 25-016.

5) The City of Tampa approved a contract with Polydyne, Inc. to provide polymer, through Contract Bid #24-P-04131.

WHEREAS, pursuant to City Code Section 2-413(6), entitled "Utilization of other governmental agencies' contracts," the City may purchase commodities or services from other governmental agencies if the other agency has engaged in a competitive process; and

WHEREAS, the City will be purchasing one of the chemicals, the Corrosion Inhibitor, using an approved sole source supplier; and

WHEREAS, Purchases by company are summarized as follows:

Company Name	**Total Contract Value**
Allied Universal Corporation	$1,748,600
American Water Chemicals	264,000
Carus Corp.	610,000
Shrieve Chemical Company	95,000
Polydyne, Inc.	225,000
Total	**$2,942,600**

; and

WHEREAS, the City Manager recommends approval of the annual purchase of chemicals from several companies for the East Water Treatment Plant, for the West Water Treatment Plant, and for the Wastewater Reclamation Facility, in a total amount not-to-exceed $2,942,600 for Fiscal Year 2026.

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents, of the City of Miramar, to approve the annual purchase of chemicals from several companies for the East Water Treatment Plant, for the West Water Treatment Plant, and for the Wastewater Reclamation Facility, in a total amount not-to-exceed $2,942,600 for Fiscal Year 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the annual purchase of chemicals from various companies for the East Water Treatment Plant, for the West Water Treatment Plant, and for the Wastewater Reclamation Facility, in a total amount not-to-exceed $2,942,600 for Fiscal Year 2026.

Section 3: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 4: That this Resolution shall become effective upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Yvette Colbourne

ATTEST:

_____
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

_____
City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration	**Voted**
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Vice Mayor Yvette Colbourne	_____
Commissioner Carson Edwards	_____
Mayor Wayne M. Messam	_____

Docusign Envelope ID: E0074B33-7A89-4B86-8E2F-BE94A79F321A

Attachment 1A

City of Marco Island Florida

CONTRACT 2022-031-2:

Water and Wastewater Treatment Chemicals

Sodium Hydroxide (Caustic Soda NaOH) 25% Aqueous Solution
Sodium Hypochlorite solution B-12% (NaOCL bleach)

September 19, 2022

ALLIED UNIVERSAL CORPORATION
3901 NW 115 Ave.
Miami, FL 33178
Phone: (305) 888-2623

AND

CITY OF MARCO ISLAND
50 Bald Eagle Drive
Marco Island, Florida 34145
Phone: (239) 389-5000

Docusign Envelope ID: E0074B33-7A89-4B86-8E2F-BE94A79F321A

SERVICE AGREEMENT

WATER AND WASTEWATER TREATMENT CHEMICALS

THIS AGREEMENT, made and entered into this 19th day of September, 2022, by and between ALLIED UNIVERSAL CORPORATION, hereinafter called the "Contractor," and the City of Marco Island, Florida, a political subdivision of the State of Florida, Collier County, hereinafter called the "City."

WITNESSETH

1. **CITY APPROVAL OF BID/AGREEMENT**: The attached Contractor's bid (Exhibit "A") for ITB #2022-031 Water and Wastewater Treatment Chemicals, dated 8/31/2022, has been approved for contract award.

2. **COMMENCEMENT:** This is an annual contract for the initial two (2)-year term commencing on or about October 1, 2022, with an option to renew for an additional two (2) two (2)-year terms. After each contract period, price adjustment is allowed. However, price increases are limited to the Consumer Price Index for All Urban Consumers (CPI-U) increases for the South Region Size B/C as reported for October to September of each year.

3. **STATEMENT OF WORK: Water and Wastewater Treatment Chemicals as defined and specified in the bidding documents.**

4. **COMPENSATION:** The City shall compensate the contractor for the satisfactory performance of work based solely on the services provided as may be ordered by the City from time to time during the term of this Agreement. Payments to the contractor for work completed shall be made in accordance with the bid unit price(s):
Sodium Hydroxide (Caustic Soda NaOH) 25% Aqueous Solution *@1.99/gal DELIVERED (4,000 gal minimum order)*
Sodium Hypochlorite solution B-12% (NaOCL bleach) *@1.34/gal DELIVERED (plus $50.00/year for tank rental, total 7 tanks)*

5. **NOTICES:** All notices from the City to the Contractor shall be deemed duly served if mailed by registered or certified mail to the Contractor at the following address:

Sarah Moros
Bid Coordinator
Allied Universal Corporation
3901 NW 115 Ave.
Miami, FL 33178

All notices from the Contractor to the City shall be deemed duly served if mailed by registered or certified mail to the City at the following address:

Lina Upham
Purchasing and Risk Manager
Deputy City Clerk

Docusign Envelope ID: E0074B33-7A89-4B86-8E2F-BE94A79F321A

City of Marco Island
50 Bald Eagle Drive
Marco Island, Florida 34145

The Contractor and the City may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

6. **NO PARTNERSHIP:** Nothing herein contained shall create, or be construed as creating, a partnership between the City and the Contractor. Moreover, nothing stated in this Agreement shall be interpreted to indicate in any way that the Contractor is an agent of the City of Marco Island.

7. **PERMITS; LICENSES; TAXES:** In compliance with Section 218.80, F.S., all City permits necessary for the prosecution of the work shall be obtained by the Contractor. Payment of fees for all such permits issued by the City shall be processed internally by the City. All non-City permits necessary for the prosecution of the work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of the City of Marco Island, Collier County, the State of Florida, and the U.S. Government now in force or hereafter adopted. The Contractor further agrees to comply with all laws governing the responsibility of an employer with respect to persons directly or indirectly employed by the Contractor.

8. **NO IMPROPER USE:** The Contractor will not use, nor cause or permit any employee or subcontractor to use or occupy in any manner whatsoever, City or private facilities or properties for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor the City, or its authorized representative, shall deem such conduct on the part of the Contractor to be objectionable or improper. Accordingly, the City shall have the right to suspend this Agreement with Contractor in full or in part. Should the Contractor fail to correct any noted violation, conduct, or practice to the satisfaction of the City within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension shall continue until the violation is cured. The Contractor further agrees not to commence operations during the suspension period until the violation has been corrected to the satisfaction of the City. The City reserves the right to immediately terminate this Agreement for the foregoing actions or inactions by the Contractor.

9. **TERMINATION:** Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other. Should the Contractor be deemed or found to have failed to perform services herein in a professional manner satisfactory to the City in accordance with standards of practice in the industry, and/or the terms and requirements of this Agreement, the City may terminate said Agreement immediately for cause. Moreover, the City may terminate this Agreement for convenience with a seven (7) day written notice to the Contractor. The City shall be the sole judge of non-performance or cause.

10. **NO DISCRIMINATION:** The Contractor agrees not to discriminate against or upon employees or subcontractors as to race, sex, color, creed or national origin.

11. **INSURANCE:** All entities wishing to perform work for the City of Marco Island will be required to comply with the following minimum insurance requirements.

Docusign Envelope ID: E0074B33-7A89-4B86-8E2F-BE94A79F321A

☐	COMMERCIAL GENERAL LIABILITY LIMITS (MUST INCLUDE CONTRACTUAL LIABILITY)	$ 2,000,000 AGGREGATE $ 1,000,000 EACH OCCURRENCE $ 1,000,000 PRODUCTS-OMP/OP $ 1,000,000 PERS & ADV INJURY
☐	AUTOMOBILE LIABILITY	$ 1,000,000 COMBINED SINGLE LIMIT (INCLUDE HIRED AND NON-OWNED LIABILITY)
☐	WORKER'S COMPENSATION	STATUTORY
☐	EMPLOYER'S LIABILITY	$ 1,000,000 EACH ACCIDENT $ 1,000,000 DISEASE-POLICY LIMIT $ 1,000,000 DISEASE-EACH EMPLOYEE

☐ THE CITY OF MARCO ISLAND, FLORIDA MUST BE NAMED AS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY. CONTRACTOR'S AND/OR SUBCONTRACTOR'S GENERAL LIABILITY SHALL BE ON A PRIMARY AND NON-CONTRIBUTORY BASIS.

(1) The City of Marco Island City Council shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by the Owner.

(2) This policy shall include contractual liability coverage to contemplate the indemnity provisions of this agreement.

(3) Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide the City with certificates of insurance meeting the required insurance provisions.

(4) The City of Marco Island must be named as **"ADDITIONAL INSURED"** on the Insurance Certificate for Commercial General Liability.

(5) The City of Marco Island shall be named as the Certificate Holder. NOTE: The "Certificate Holder" should read as follows:

The City of Marco Island
Attn: Risk Manager
50 Bald Eagle Drive
Marco Island, Fl 34145

(6) **Thirty (30) Days Cancellation Notice is required.**

12. **INDEMNIFICATION:** The Contractor, in consideration of One Hundred Dollars ($100), the receipt and sufficiency of which is accepted through the signing of this Agreement, shall hold harmless and defend the City of Marco Island and its agents and employees from all suits and actions, including attorneys fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this Agreement or Work performed hereunder. This provision shall also apply to any claims brought against the City by any employee of the named Contractor, the Contractors' subContractor or sub-subContractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this provision shall not be

Docusign Envelope ID: E0074B33-7A89-4B86-8E2F-BE94A79F321A

limited in any way by the agreed upon contract price as listed in Section 4 above, or the Contractor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars ($100) of money received on the contract price herein is considered as payment of this obligation by the City.

This section does not pertain to any incident arising from the sole negligence of the City of Marco Island.

13. **ADMINISTRATION OF AGREEMENT:** This Agreement shall be fully administered by the City Manager or his designee on behalf of the City. The Contractor shall only receive and act upon orders and directives issued by the City Manager, his designee, or the City's Purchasing and Risk Manager/Deputy City Clerk.

14. **COMPONENT PARTS OF THIS AGREEMENT:** This Agreement consists of, by reference, the Contract Bidding Documents for: **Water and Wastewater Treatment Chemicals, ITB# 2022-031** and the Contractor's Bid submittal, attached, and thus made a formal part of the binding Agreement between the City and the Contractor.

15. **OFFER EXTENDED TO OTHER ENTITIES:** The City of Marco Island encourages and agrees to the successful bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer.

16. **SUBJECT TO APPROPRIATION:** It is further understood and agreed by and between the parties herein that this Agreement is subject to the continuation of appropriation of funds by the City Council of the City of Marco Island.

17. **ACCESS TO RECORDS AND AUDIT CLAUSE:** All records, books, documents, papers and financial information (the "Records") that result from the Contractor providing services to the City under this Agreement shall be the property of the City. The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Contractor involving transactions related to this Agreement.

18. **PUBLIC RECORDS:** Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to City. Upon request from City custodian of public records, Contractor shall provide City 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City.

Docusign Envelope ID: E0074B33-7A89-4B86-8E2F-BE94A79F321A

Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by Contractor shall be delivered to City, upon request from the City's Custodian of Records, in a format that is compatible with the City's information technology systems.

Any compensation due to Contractor shall be withheld until all records are received as provided herein.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by City.

Section 119.0701(2)(a), Florida Statutes

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records:	**MIKE SCHEFFIELD, CITY CLERK**
Mailing address:	**50 Bald Eagle Drive, Marco Island, FL 34145**
Telephone number:	**239-389-5010**
Email:	**msheffield@cityofmarcoisland.com**

19. **ANTI-LOBBYING:** Contractor warrants that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for Contractor any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner shall have the right to cancel this Agreement without liability. This provision shall not apply to Contractor's retention of an attorney on a non-contingent fee basis for purposes of negotiating this Agreement.

20. **SEVERABILITY:** Should any provision of the Agreement be determined by a court to be unenforceable; such a determination shall not affect the validity or enforceability of any other section or part thereof.

21. **ORDER OF PRECEDENCE:** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Construction Agreement and the General Terms and Conditions shall take precedence over the terms of all other Contract Documents. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Construction Agreement and the General Terms and Conditions, the conflict shall be resolved by imposing the more strict obligation under the Contract Documents upon Contractor.

Docusign Envelope ID: E0074B33-7A89-4B86-8E2F-BE94A79F321A

22. **GOVERNING LAW, JURISDICTION AND VENUE:** The Agreement shall be interpreted under, and its performance governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue for any action to enforce this Agreement shall be in Collier County, Florida.

23. **SAFETY, GOVERNMENTAL COMPLIANCE AND HAZARDOUS MATERIALS:** Contractor shall be responsible for safety of its operations and its employees and shall take all reasonable safety precautions with respect to its Work. Contractor in addition to its own standards shall comply will all safety policies and procedures initiated by Contractor for the Project, including Contractor's policy regarding drugs, alcohol and controlled substances, and shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property, including, but not limited to, the Federal Occupational Safety and Health Act (OSHA). Contractor shall immediately notify City of any injury to any of the Contractor's employees. Contractor shall require its personnel to attend any safety meetings the City might conduct and direct Contractor to attend.

Contractor agrees that in performing its Work, it will not create, use or dispose of any hazardous chemicals or substances in an unlawful or hazardous manner and shall be solely responsible for the lawful, proper and safe handling, storage and removal of all hazardous wastes, chemicals and substances which are introduced to the site, or removed from the site, by Contractor's operations. The term "hazardous wastes, chemicals or substances" shall mean those materials and substances prohibited, proscribed, or the use of which is controlled by any agency of the federal government or the applicable state or local agency having jurisdiction of such matters. In the event Contractor encounters material reasonably believed to be hazardous wastes, chemicals or substances, Contractor shall immediately stop work in the area affected and report such condition to City in writing. Contractor shall comply with all federal, state and local regulations dealing with the use, storage or disposal of all hazardous wastes, chemicals and substances. Contractor shall be responsible for any and all claims and damages resulting from its use, handling, storage, removal and disposal of such hazardous wastes, chemicals or substances from the Project, and will indemnify, defend and hold City harmless from any and all liability associated with such use, handling, storage, removal and disposal including all associated attorney's fees and costs and costs of all cleanup operations wherever and whenever required by any governmental authority or City.

24. **SCRUTINIZED COMPANIES:** Contractor certifies that it and its subContractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subContractors are found to have submitted a false certification; or if the Contractor, or its subContractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If this Agreement is for more than one million dollars, the Contractor certifies that it and its subContractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subContractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subContractors are placed on the Scrutinized Companies with Activities in Sudan List,

Docusign Envelope ID: E0074B33-7A89-4B86-8E2F-BE94A79F321A

or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

25. **E-VERIFY:** Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non-compliant Contractors will be subject to contract sanctions, up to and including contract termination.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows]

Docusign Envelope ID: E0074B33-7A89-4B86-8E2F-BE94A79F321A

IN WITNESS WHEREOF, the parties have executed this Agreement on the latest date(s) indicated below.

ATTEST:

Corporate Secretary/Witness

2nd Witness (If Not Incorporated)

ITS: _____

Date: 9/20/2022

CONTRACTOR:
ALLIED UNIVERSAL CORPORATION

President / CEO

BY: _____

President (If Incorporated)

[Corporate Seal] ALLIED UNIVERSAL CORP. CORPORATE SEAL 1977 FLORIDA

ATTEST:

OWNER:
CITY OF MARCO ISLAND, FLORIDA

BY: _____
Michael J. Sheffield, City Clerk

Date: 10/3/22

BY: _____
Michael A. McNees, City Manager

RM
9.22.22

Approved as to form and legal sufficiency for the use and reliance of the City of Marco Island only.

BY: _____
Alan L. Gabriel, City Attorney

Docusign Envelope ID: E0074B33-7A89-4B86-8E2F-BE94A79F321A

Exhibit "A"

Contractor's bid for ITB #2022-031 Water and Wastewater Treatment Chemicals, dated 8/31/2022, is hereby incorporated by reference.

CITY OF MARCO ISLAND

50 Bald Eagle Drive
Marco Island, Florida 34145
(239) 389-5000

July 16, 2025

Sarah Moros
Allied Universal Corporation
3901 NW 115 Ave.
Miami, FL 33178

2nd Extension of the Contract #2022-031-2 – Water and Wastewater Treatment Chemicals

The aforementioned contract is hereby extended for an additional 1-year term – October 1, 2025, through September 30, 2026. The pricing for Sodium Hydroxide (Caustic Soda NaOH) 25% Aqueous Solution and Sodium Hypochlorite Solution B-12% (NaOCL Bleach) is attached in Exhibit A.

Michael A. McNees
City Manager

Angela Johenning
Purchasing and Risk Manager

Exhibit A

CITY OF MARCO ISLAND

50 Bald Eagle Drive
Marco Island, Florida 34145
(239) 389-5000

July 17, 2025

Sarah Moros
Allied Universal Corporation
3901 NW 115 Ave.
Miami, FL 33178

Re: Extension of Contract #2022-031-2 – Water and Wastewater Treatment Chemicals

It is my pleasure to inform you that **Allied Universal Corporation** has been recommended for renewal of Contract 2022-031-2 for **1. Sodium Hydroxide (Caustic Soda NaOH) 25% Aqueous Solution;** for an additional **1-year term.** This is the second of four annual renewals. If you agree to this renewal, please sign below. If you do not wish to renew, please provide an explanation for your decision.

☑ Yes, please renew this contract:

☐ Attached is the new pricing for the period October 1, 2025 to September 30, 2026. *Please be advised that per Section 2 of the contract any price increases are limited to the Consumer Price Index for All Urban Consumers (CPI-U) increases for the South Region Size B/C as reported for October to September of each year.*

It is my pleasure to inform you that **Allied Universal Corporation** has been recommended for renewal of Contract 2022-031-2 for **2. Sodium Hypochlorite solution B-12% (NaOCL bleach)** for an additional **1-year term.** This is the second of four annual renewals. If you agree to this renewal, please sign below. If you do not wish to renew, please provide an explanation for your decision.

☑ Yes, please renew this contract:

☑ Attached is the new pricing for the period October 1, 2025 to September 30, 2026.

Signature	7 / 14 / 2025 Date
Jim Palmer Name	President/CEO Title

Sincerely,

Angela Johenning

Angela Johenning, C.F.E., CPPB
Purchasing and Risk Manager
City of Marco Island

ALLIED UNIVERSAL CORPORATION
Established 1954

Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

July 14, 2025

City of Marco Island
Angela Johenning, C.F.E., CPPB
Purchasing and Risk Manager
50 Bald Eagle Drive
Marco Island, Florida 34145
Tel. (239) 389-5011
AJohenning@cityofmarcoisland.com

Re: Bid # 2022-031– Water and Wastewater Treatment Chemicals, Renewal No.2.

The above referenced bid is currently under its 1st one year renewal term; this will expire on September 30, 2025. As you have been informed, for the 2nd renewal option Allied would like to continue servicing Sodium Hypochlorite previously priced at $1.54 per gallon, and Sodium Hydroxide 25% previously priced at $2.06/gl at the following new prices which will be effective from October 1, 2025 to September 30, 2026.

Sodium Hypochlorite	-	$1.67/gl
Sodium Hydroxide 25%	-	$2.06/gl

All other terms, conditions and specifications will remain the same. If you are in agreement with the offer please indicate your acceptance by signing below and provide a copy of the letter to Bids@Allieduniversal.com no later than July 31, 2025.

We appreciate your business and look forward to our continued working business relationship.

Respectfully,

ALLIED UNIVERSAL CORPORATION

J. Palmer, AUC President – CEO

CITY OF MARCO ISLAND

_____

Title: _____

Date: _____

cc: T. Koziatek, VP of Sales
R. Fernandez, AUC Regional Sales Manager
S. Fink, Sales Representative
S. Moros, Bid Coordinator

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB

AGREEMENT BETWEEN
CITY OF MIRAMAR
AND
ALLIED UNIVERSAL CORPORATION
FOR
WATER TREATMENT CHEMICALS
(Sodium Hypochlorite)
(Piggyback Competitive Award)

THIS PIGGY BACK AGREEMENT (this "Agreement") is made and entered into between the **CITY OF MIRAMAR**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 2300 Civic Center Place, Miramar, Florida 33025 (the "City"), and Allied Universal Corporation, a Florida Corporation authorized to conduct business in the State of Florida, with its principal place of business located at 3901 NW 115th Ave, Miami, FL 33178 (the "Contractor").

WITNESSETH

WHEREAS, the Peace River Manasota Reginal Water Supply Authority ("Peace River Water Authority") conducted a competitive procurement process and advertised an Invitation for Bids on demandstar.com on February 7, 2025, for the purchase of Water Treatment Chemicals ("the IFB"); and

WHEREAS, the Contractor submitted a bid to provide 12% Sodium Hypochlorite Solution only ('the goods") at a rate of $1.64 per gallon; and

WHEREAS, the contractor was the successful bidder to provide the goods; and

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3678-4F66-9CE1-197834C5B6EC

WHEREAS, the contractor signed an agreement with Peace River Water Authority for an initial term of one year effective May 1, 2025 through April 30, 2026, with the option to renew for two additional one-year periods (the "Peace River Water Authority Agreement"), attached hereto as **Exhibit 1;** and

WHEREAS, pursuant to Section 2-413 (6) of the City Code, purchases of commodities or services that are subjects of contracts of the state, its political subdivisions or other governmental entities are exempt from a competitive process and can be made if all the required conditions outlined in this section are met; and

WHEREAS, the Peace River Water Authority Agreement meet the requirements under Section 2-413(6) of the City Code and the City wishes to enter into this Agreement with the Contractor to purchase the goods from the Contractor; and

WHEREAS, the City and Contractor (the "Parties"), wish to incorporate the terms and conditions of the Peace River Water Authority Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

Section 1. **Recitals.** The foregoing Recitals are true and correct and are incorporated and made a part of this Agreement.

Section 2. **Term.** The term of this Agreement shall commence upon the last date of signature herein and shall expire on the same date as the Peace River Water Authority Agreement. The City shall have the option to renew this agreement for the same renewal term(s) as the Peace River Water Authority, if any, provided that the contract is first renewed by Peace River Water Authority.

Section 3. **Contract Terms.** The Contractor agrees to provide the City with the goods and or services in accordance with the terms and conditions of the Peace River Water Authority Agreement, which are incorporated and attached hereto as **Exhibit 1**, and the Contractor's proposal to the City of Miramar, (the "Proposal") attached hereto as **Exhibit 2.** Both Exhibits are incorporated into this Agreement for all purposes and are a part of the "Contract Documents" representing the entire agreement between the Parties.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3078-4F68-9CE1-197834C5B6EC

In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the Peace River Water Authority Agreement, and the Contractor's Proposal to the City of Miramar.

Section 4: Scope of Work

The following provisions are included:

A. Contractor shall provide the goods and/or services, as set forth in Exhibit 1 and Exhibit 2.

B. In consideration of the goods and/or services to be provided by the Contractor, the City agrees to pay Contractor at the same rate under the Peace River Water Authority Agreement.

C. The City shall be substituted for Peace River Water Authority regarding any and all provisions of the Contract and the Contractor's Proposal, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence to provide goods and/or services unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 5: Public Records. Public Records: Contractor shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the Service.
2. Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3678-4F68-9CE1-197834C5B6EC

reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to the City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3676-4F68-9CE1-197834C5B6EC

Section 6. Scrutinized Companies.

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 7: E-Verify In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3078-4F68-9CE1-197834C5B6EC

Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Consultant will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

Section 8. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 9. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City:
City of Miramar
Dr. Roy L. Virgin, City Manager
2300 Civic Center Place
Miramar, Florida, Florida 33025
Telephone: (954) 602-3115
Fax: (954) 602-3672
Email: rvirgin@miramarfl.gov

Copy to:
Austin Pamies Norris Weeks Powell, PLLC.
City Attorney
401 NW 7th Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 768-9770
Email: miramarcityattorney@apnwplaw.com

For Contractor:
Allied Universal Corporation
Attn: Jim Palmer, President
3901 NW 115th Avenue
Miami, FL 33178
jimp@allieduniversal.com

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3676-4F68-9CE1-197834C5B6EC

Section 10: **Severability**. This Agreement sets forth the entire agreement between the Contractor and the City with respect to the services of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Parties regarding the services described herein. This Agreement may not be modified, except by the Parties' mutual agreement set forth in writing and signed by the Parties.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year set forth below.

CITY OF MIRAMAR:

Signed by:
By: Roy Virgin
6FC2075825E4418...
Dr. Roy L. Virgin, City Manager

6/9/2025

CONTRACTOR:

DocuSigned by:
By: Jim Palmer
79E2450814AF4A1...

Jim Palmer
Print Name

President/CEO
TITLE

This ____day of_____, 2025

Date: 5/9/2025

ATTEST:

DocuSigned by:
Denise Gibbs
CEB61DDBCDD34DB...
Denise A. Gibbs, City Clerk

6/9/2025

Approved as to form and legal sufficiency for the use of and reliance by the City of Miramar, Florida only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3676-4F66-9CE1-197834C5B6EC

CONTRACT FOR PURCHASE OF WATER TREATMENT CHEMICALS - 12% SODIUM HYPOCHLORITE

This Contract for Purchase of Water Treatment Chemicals, (the "Contract") is between Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, ("Authority") and Allied Universal Corporation whose address is 3901 NW 115th Ave, Miami, FL 33178 ("Vendor").

Background

A. The Authority desires to engage the Vendor to provide water treatment chemicals for the Peace River Regional Water Supply Facility, hereinafter referred to as the "Peace River Facility" on an as-needed basis for a fixed price.

B. The Vendor desires to supply water treatment chemicals as described herein, and represents that it has the experience, personnel, and resources to provide these chemicals in a timely manner.

The Authority and the Vendor ("the parties") agree as follows:

1. **Background and Exhibits.** The background provided above, and the following exhibits and documents are part of this Contract.

- Exhibit A – Technical Specifications for Water Treatment Chemicals
- Exhibit B – Required Safety Measures
- Exhibit C – Insurance Requirements
- Exhibit D – Completed Bid Form
- Exhibit E – E-Verify Affidavit
- Exhibit F – Affidavit concerning Human Trafficking
- The Invitation to Bid For Water Treatment Chemicals dated February 7, 2025, all related documents and Addenda ("ITB"), and Vendor's response to the ITB which are retained in the Authority's files

2. **Delivery of Goods.** Vendor will sell and deliver to the Authority, and the Authority will buy and accept the chemicals identified in **Exhibit A** ("goods" or "chemicals"). Vendor will furnish these chemicals FOB destination price for the delivery and unloading of the chemicals at the Peace River Facility, 8998 SW County Road 769, Arcadia, Florida 34269 ("place of delivery"). Vendor is responsible for the quality and functionality of all good supplied under this Contract. Vendor shall, without additional compensation, correct any errors or deficiencies in its goods.

3. **Time and Place of Delivery.**

3.1. Vendor shall deliver the chemicals within 5 business days after the Authority provides Vendor with a purchase order. The Authority may terminate this Contract if Vendor does not deliver the chemicals on time. Vendor must deliver the chemicals between the hours of 8:00 A.M. and

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3676-4F68-9CE1-19783405B6EC

3:00 P.M. local time, Monday through Friday, excluding holidays, unless otherwise agreed to by the Authority.

3.2. Vendor confirms that its equipment is compatible with the Authority's unloading and storage facilities at no inconvenience to the Authority.

3.3. Vendor will provide certified weight or volume (as applicable to unit costs) tickets to the Authority with each delivery. Vendor shall provide a separate delivery ticket for each delivery and shall obtain an authorized signature from the Authority. Vendor shall comply with all requirements of the Safety Measures provided in **Exhibit B**.

4. **Price.** Vendor shall provide the chemicals for the price quoted in Vendor's Bid Form attached as **Exhibit D.** The prices include all applicable taxes of any kind, transportation, labor, equipment, and other costs associated with delivering and unloading the goods at the point of delivery. The Authority is not obligated to make any minimum quantity purchases from the Vendor during the Contract term.

5. **Invoicing and Payment**. The Authority will assign a blanket purchase order number for the anticipated deliveries. Vendor shall prepare and submit to the Authority separate invoices for each delivery, showing the purchase order number. The Executive Director, or the Executive Director's designee, will approve payment after verifying delivery is in compliance with all requirements of this Contract. The Authority will make payment in accordance with Part VII of Chapter 218, Florida Statutes, the Local Government Prompt Payment Act. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Vendor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Vendor to the Authority against any payments due the Vendor under this Contract.

6. **Express Warranty.** In addition to any implied warranties under the Uniform Commercial Code, Vendor warrants to the Authority that the goods being sold under this Contract will strictly meet the Technical Specifications in **Exhibit A** and the standards listed in the Affidavit of Compliance Vendor submitted with its bid.

7. **Right of Inspection.** The Authority has the right to inspect the goods at the time and place of delivery before acceptance or payment.

8. **Risk of Loss.** Any risk of loss associated with the goods remains with the Vendor until the time of acceptance of the goods by the Authority at the place of delivery.

9. **Quality Guarantee and Rejection of Nonconforming Goods**.

9.1. Quality Guarantee. Vendor represents and warrants that the products it delivers to the Authority: 1) meets the technical specifications contained in **Exhibit A**; and 2) the standards listed in the Affidavit of Compliance Vendor submitted with its bid. If any product delivered does not meet the requirements of Exhibit A or the Affidavit of Compliance, or if the product

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3676-4F68-9CE1-197834C5B6EC

will not produce the effect the Vendor has represented to the Authority, Vendor shall pick up the product from the Authority at no expense to the Authority and Vendor shall refund any money the Authority has paid for it. Vendor will be responsible for reimbursing the Authority for attorney fees in the event the bidder defaults and court action is required.

9.2. Nonconforming Goods. The Authority has the right to reject any and all goods or materials if, in its judgment, the item is unsatisfactory. In such event, the Authority must reject goods for failure to conform to the requirements of this Contract within 30 days after they are delivered. In such event, the Authority will send written notification of the rejection to the Vendor stating the basis of the alleged nonconformity of the goods and describe the portion of the shipment being rejected. On receipt of notification of rejection, Vendor shall immediately arrange for the return shipment of the goods at the Vendor's expense. The Vendor shall provide replacement conforming goods, at no additional cost to the Authority, within 10 business days of the notice of rejection unless the Authority notifies the Vendor not to provide the goods before that date.

10. **Non-Exclusive Contract**. This is not an exclusive contract. The Authority has the right to purchase chemicals described in this Contract from other suppliers.

11. **Additional Remedies of the Authority.** In addition to any of the remedies provided under the Uniform Commercial Code, if the Vendor is unable to provide goods because of breakdown, product scheduling, lack of product or equipment, then the Authority may, on an order basis, use another supplier.

12. **Vendor's Exclusive Remedies**. The exclusive remedies of the Vendor under this Contract are to have any goods not paid for returned to the Vendor, or to receive, on demand, the purchase price for any goods not paid for in accordance with the terms of this Contract and not returned within 60 days of the demand.

13. **Contract Term**. The term of this Contract is for **one year** commencing on May 1, 2025 through April 30, 2026. All contracts may be extended for two one-year periods upon written agreement of both parties. The parties must approve a written agreement for each contract extension no later than January 15 for the ensuing contract year. All contract terms, including prices will remain the same through the term of any extension, except that the Authority will issue a new blanket purchase order.

14. **Termination for Convenience.** The Authority may terminate this Agreement, in whole or in part without cause upon written notice to the Vendor. In such event, the Vendor's sole and exclusive recovery against the Authority will be limited to that portion of the Vendor's compensation earned to the date of termination. Vendor will not be entitled to any further recovery against the Authority, including, but not limited to, anticipated lost fees or profits. Termination will be effective upon delivery of written notice to the Vendor.

15. **Indemnification.** Vendor shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3078-4F68-9CE1-197634C5B6EC

limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of this Agreement.

16. **Insurance Requirements.** Vendor must maintain, during the entire term of this Agreement, insurance in the kinds and amounts provided in **Exhibit C** with a company or companies authorized to do business in the State of Florida. Vendor must not commence work under this Agreement until the Authority has received acceptable certificates of insurance showing evidence of such coverage. The amounts and types of insurance must be appropriate for the Vendor's obligations and its employees and agents and must conform to the minimum requirements of this paragraph and **Exhibit C.**

17. **Documents and Data.** The Authority and the Vendor shall comply with Chapter 119, Florida Statutes (Public Records Law). Each party shall allow public access to documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes subject to any applicable exemptions. The Vendor shall (1) keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Vendor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority. **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 AT (941) 316-1776; PEACERIVER@REGIONALWATER.ORG; OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**

18. **Dispute Resolution.** In the event any dispute or disagreement arises during the course of the Contract, the Vendor shall fully perform in accordance with the Contract. The Vendor shall seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request to the Authority's Executive Director, or appointed designee no later than 10 days after the precipitating event. The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. The Vendor will not delay or postpone delivery of goods pending resolution of any disputes or disagreements.

19. **Vendor's Representations and Warranties.** Vendor represents and warrants to the Authority as follows:

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB

19.1. **Conducting Business in Florida**. Vendor is duly authorized to conduct business in the State of Florida.

19.2. **Authority**. Vendor has the full power and authority to execute and deliver this Contract and to incur and perform the obligations provided for herein, all of which have been duly authorized by all proper and necessary actions of the governing entity of the Vendor.

19.3. **Accuracy of Response**. All information provided by the Vendor in response to the solicitation was true and accurate when the Vendor submitted it to the Authority and has not materially changed as of the Effective Date of this Contract.

19.4. **Understanding of Contract**. Vendor understands this Contract, the Law, and all conditions that may affect the Vendor's performance of this Contract.

19.5. **Laws**. Vendor will comply with all applicable federal, state and local laws, regulations and ordinances in effect at the time of performance of this Contract ("Laws") and will maintain all licenses and government approvals required by law for the performance of this Contract.

19.6. **Valid Agreement**. This Contract is a valid, binding, and enforceable obligation of the Vendor, and does not violate any law, rule, regulation, contract, or agreement otherwise enforceable by or against the Vendor.

19.7. **Scrutinized Companies**. Vendor certifies that it is in compliance with section 287.135, Florida Statutes and that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of $1 million or more, the Vendor certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in Iran Terrorism Sectors, or Scrutinized Companies that Boycott Israel, (2) is not engaged in a boycott of Israel and (3) it is not engaged in business operations in Cuba or Syria. The Vendor acknowledges the remedies provided in subsection 287.135(5), Florida Statutes against anyone found to have submitted a false certification including civil penalties.

19.8. **Public Entity Crimes**. Vendor understands the requirements of sections 287.132 and 287.133, Florida Statutes and is not on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services. The Vendor is in full compliance with sections 287.132 and 287.133, Florida Statutes, will remain in compliance with them throughout the term of this Contract, and will notify the Authority if it becomes non-compliant.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3679-4F66-9CE1-197634C5B6EC

19.9. **E-Verify.** Vendor is in compliance with section 448.095, Florida Statutes. As required by subsection 448.095(5)(a), Florida Statutes, the Vendor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. As required by subsection 448.095(5)(b), F.S. Vendor must require any subcontractors to provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of this Contract. As required by Section 3.2.8 of the Authority's Procurement Policy, Vendor has provided the Authority with an E-Verify Affidavit attached as **Exhibit E**.

19.10. **Affidavit concerning Human Trafficking**. Vendor does not use coercion for labor or services and has complied with section 787.06, Florida Statutes. Vendor has provided an affidavit required by Florida law attached as **Exhibit F**.

20. **Miscellaneous Provisions.**

20.1. **Entire Agreement**. This written document constitutes the entire agreement between the parties hereto and may not be amended or modified except in writing duly executed by the party against whom such an amendment or modification is sought to be enforced.

20.2. **No Delegation or Assignment.** Vendor must not delegate its performance in the delivery of goods under this Contract or assign this Contract without the prior written consent of the Authority. Vendor may not assign its right to receive payment from the Authority.

20.3. **Successors**. The Authority and the Vendor each hereby binds itself, its successors, assigns, and legal representatives to the other.

20.4. **No Third-Party Beneficiaries**. The rights and obligations in this Contract inure solely to the parties hereto (their successors, assigns and legal representatives) and no other party will have any rights or obligations under or by virtue of this Contract.

20.5. **Waiver**. No waiver of any term of this Contract is binding unless signed in writing by the waiving party. A waiver of any term does not constitute a waiver of any other provision, whether similar or dissimilar and does not constitute a continuing waiver.

20.6. **Applicable Law and Venue.** This Contract will be governed by the laws of the state of Florida and construed in accordance with the Uniform Commercial Code - Sales. Wherever the term "Uniform Commercial Code" is used, it will be construed as meaning the Uniform Commercial Code as adopted in the State of Florida, as effective and in force on the date of this Contract. Venue for any action under state law arising under

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-5678-4F66-9CE1-197634C5B6EC

this Contract will be in the Twelfth Judicial Circuit of Florida for Desoto, Manatee, and Sarasota Counties. Claims justiciable in federal court will be in the Middle District of Florida.

20.7. **Notices.** All notices or other communications permitted or required under this Contract must be in writing and must be sent to the party at that party's address set forth below or at whatever other address the party specifies in writing. Notices must be personally delivered, sent by certified or registered mail, or sent by overnight courier, postage prepaid. or sent to all email addresses listed below for each party.

If to the Authority:

Richard Anderson, Executive Director
Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

Email #1: randerson@regionalwater.org
Email #2: kgilmore@regionalwater.org
Email #3: peaceriver@regionalwater.org

If to the Vendor:

Cristhianne Munguia, Bid Coordinator
Allied Universal Corporation
3901 NW 115th Ave
Miami, FL 33178

Email #1: Cristhiannem@allieduniversal.com
Email #2: bids@allieduniversal.com
Email #3:

20.8. **No Construction Against Drafting Party**. Each party acknowledges that it has carefully reviewed and understands this Contract and has had an opportunity to review it with counsel of its choosing. This Contract will not be construed more strongly against any party, regardless of who drafted or prepared it.

20.9. **Communications.** The Vendor's communications with the Authority will be limited to the Authority's Executive Director and designated staff. Communications with the Authority's Board Members are prohibited, except with the prior permission of the Authority's Executive Director or at a duly noticed public board meeting. Any such prohibitive communications will be deemed to be a material breach of this Contract by the Vendor. This provision does not prohibit or limit contacts by or on behalf of the Authority Board Members with the Vendor.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3078-4F68-9CE1-197834C5B6EC

20.10. **Interpretation**. All words used herein in the singular extend to and include the plural, and the use of any gender extends to and include all genders. Unless the context requires otherwise: The term "include" contemplates "including but not limited to." The terms "hereof," "herein," "hereunder" and similar terms in this Contract refer to this Contract as a whole and not to any particular provision of this Contract.

20.11. **Headings**. The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Contract or in any way affect its provisions. Unless otherwise indicated, references to paragraphs include all subparts.

20.12. **Time is of the Essence**. Time is of the essence of this Contract and each of its provisions.

20.13. **Survival**. All express representations, indemnifications, or limitations made or given in this Contract shall survive its completion or termination for any reason.

20.14. **Severability**. If any term of this Contract is for any reason invalid or unenforceable, the rest of the Contract remains fully valid and enforceable.

20.15. **Independent Contractor.** Vendor expressly warrants that it will not represent at any time or in any manner that the Vendor or any of its agents, servants, or employees are agents, servants, or employees of the Authority. Vendor is and will remain at all times a wholly independent contractor and that the parties' obligations are solely as provided in this Contract. Vendor is responsible for assuring compliance with local, state, and federal laws and regulations and other requirements as each may apply to the sale, delivery, and goods purchased pursuant to this Contract.

20.16. **Waiver of Jury Trial**. To the extent permitted by applicable law, the Vendor and the Authority irrevocably waive any right to trial by jury in any legal proceeding arising out of or relating to this Contract or any of the transactions contemplated by it. Neither the Authority nor the Vendor or any successor thereof will seek a trial by jury in any action or proceeding (whether at law or in equity, whether direct or collateral, whether in contract or in tort) arising out of or related to this Contract or the relationship created by it. Neither the Authority nor the Vendor shall seek to consolidate any action or proceeding in which trial by jury has been waived with any other action or proceeding in which a jury trial cannot be or has not been waived.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB

The parties have caused their duly qualified representatives to execute this Contract on the dates set forth below.

WITNESS:

BY: _____
Signature

Habeira Rodra - Exec. Admin.
Print Name & Title

VENDOR:
Allied Universal Corporation

_____
Signature

Jim Palmer President/CEO
Print Name & Title

Peace River Manasota
Regional Water Supply Authority

ATTEST:

BY: Rachel Kersten
Signature

Rachel Kersten, Agency Clerk
Print Name & Title

_____
Richard Anderson, Executive Director

BOARD APPROVED

APR - 2 2025

Peace River Manasota
Regional Water Supply Authority

APPROVED AS TO LEGAL FORM:

_____
Douglas Manson, General Counsel
Peace River Manasota
Regional Water Supply Authority

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3676-4F68-9CE1-197834C5B6EC

TECHNICAL SPECIFICATIONS
WATER TREATMENT CHEMICALS

Item No. 1 – Aluminum Sulfate

Aluminum Sulfate (liquid) is specified for use in the coagulation of potable drinking water. This chemical is intended specifically for use in coagulation of colored surface water sources.

1. Aluminum Sulfate (Alum) shall be in accordance with AWWA B403-16 (or latest edition) modified as follows:

    a. Affidavit of compliance stating that the Aluminum Sulfate complies with the applicable provisions of AWWA Standard B403-16 (or latest edition) and these specifications are required.

    b. Alum shall be liquid only, of not less than 4.23 percent as AL or 8.0 percent as AL2*O3.

    c. Shipment shall be in bulk tanker truck.

    d. Certificate of Analysis (COA) and Certified weight tickets for each shipment will be required.

    e. Supplier shall be responsible for pumping Aluminum Sulfate into Authority's storage tanks and shall provide all necessary equipment compatible with the Authority's filling station.

2. Aluminum Sulfate shall meet NSF-60 or 61 as appropriate.

3. Aluminum Sulfate shall be bid on a dry ton basis.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D7E56B-3678-4F68-9CE1-197834C5B6EC

TECHNICAL SPECIFICATIONS
WATER TREATMENT CHEMICALS

Item No. 2 – Aqua Ammonia

Aqua Ammonia (Ammonium Hydroxide) is specified for use in the disinfection of potable drinking water. Aqua Ammonia shall be clear and colorless and free from sediment and particles.

1. Aqua Ammonia shall be in accordance with AWWA Standard B306-15 (or latest edition) modified as follows:

    a. Supplier to provide an affidavit of compliance stating that the Aqua Ammonia complies with the applicable provisions of AWWA Standard B306-15 (or latest edition) and these specifications are required.

    b. Aqua Ammonia shall be 19 percent by weight. Tolerance allowed is + 0.9 percent.

    c. Shipment shall be by bulk tanker truck.

    d. Supplier must provide a receipt with the exact quantity of Aqua Ammonia delivered at the time of delivery.

    e. Supplier shall be responsible for pumping Aqua Ammonia into Authority's storage tanks and shall provide all necessary equipment compatible with the Authority's filling station.

2. Aqua Ammonia shall meet NSF-60 or 61 as appropriate.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D7E56B-3676-4F68-9CE1-197834C5B6EC

TECHNICAL SPECIFICATIONS
WATER TREATMENT CHEMICALS

Item No. 3 - Coagulant Aid (Water Treatment)

Coagulant Aid is for use as an aid in the coagulation of potable drinking water as a chemical flocculent.

1. Coagulant Aid shall be in accordance with AWWA B453-06 (or latest edition) modified as follows:

    a. Affidavit of compliance stating that the coagulant aid complies with the applicable provisions of AWWA Standard B453-06 (or latest edition) and these specifications are required.

    b. Upon formulation, dry Coagulant Aid shall have the following working solution characteristics:

        i. Must be 4 to 5% solution.
        ii. 5 gram per liter concentration.
        iii. 300 + 5% CPS (centipoises).

    c. 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.

    d. Whenever the polymer doesn't meet the above chemical specifications, it will be an immediate cause for rejection and allow the buyer to purchase another polymer that will meet the chemical specifications under the special weather or water quality conditions occurring.

    e. Coagulant Aid shall be **PA 102 PWG** as manufactured by KED Group, Inc., or equal, as approved by the Authority.

    f. Must be shipped in 50-pound multi-wall bags. Palletizing to be included in bid price. Pallets will have slats on both sides of wooden frame.

2. Coagulant Aid shall meet NSF-60 or 61 as appropriate.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB

TECHNICAL SPECIFICATIONS
WATER TREATMENT CHEMICALS

Item No. 4 - Coagulant Aid (Sludge Dewatering)

Coagulant Aid is for use as an aid in the mechanical dewatering by belt filter press of thickened alum sludge produced as a byproduct of the water treatment process.

1. Coagulant Aid shall be in accordance with AWWA B453-06 (or latest edition) modified as follows:

    a. Affidavit of compliance stating that the coagulant aid complies with the applicable provisions of AWWA Standard B453-06 (or latest edition) and these specifications are required.

    b. Coagulant aid shall be liquid emulsion, delivered in nominal 275-gallon totes. Totes shall have bottom supply valve, be returnable and have integral forklift channels built into the tote base.

    c. Cause for Rejection: Polymers evaluated in the past have been evaluated under specific sludge quality conditions. Whereas sludge quality changes during the year, the effectiveness of a specific polymer may change resulting in unsatisfactory performance.

    d. Whenever the polymer doesn't meet the above chemical specifications, it will be an immediate cause for rejection and allow the Authority to purchase another polymer that will meet the chemical specifications under the special weather or sludge quality conditions occurring.

    e. Coagulant Aid Bidders submitting product shall be subject to 'site specific' performance testing at the Peace River Facility to determine an 'effective dose'.

    f. Effective dose (mg/L) will be used in evaluating the bid price to determine the true cost per unit of sludge dewatered.

    g. Coagulant aid shall be bid on a wet pound basis of the liquid emulsion.

2. Coagulant Aid shall meet NSF-60 or 61 as appropriate.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3678-4F68-9CE1-197834C5B6EC

TECHNICAL SPECIFICATIONS
WATER TREATMENT CHEMICALS

Item No. 5 – Sodium Hypochlorite

Sodium Hypochlorite is specified for use in the disinfection process of potable drinking water.

1. Sodium Hypochlorite shall be in accordance with AWWA Standard B300-18 (or latest edition) modified as follows:

    a. Affidavit of compliance stating that the Sodium Hypochlorite complies with the applicable provisions of AWWA Standard B300-18 (or latest edition) and these specifications are required.

    b. Sodium Hypochlorite shall be 12 trade percent available chlorine.

    c. Sodium Hypochlorite solution shall be a clear liquid containing not more than 0.15 percent insoluble matter by weight.

    d. Shipment shall be by bulk tanker truck.

    e. Vendor must provide a receipt with the exact quantity of Sodium Hypochlorite delivered at the time of delivery.

    f. Vendor shall be responsible for pumping Sodium Hypochlorite into Authority's storage tanks and shall provide all necessary equipment compatible with the Authority's filling station.

Sodium Hypochlorite shall meet NSF-60. "This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects."

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB

Affidavit of Compliance with Chemical Standards

This is to certify that all Sodium Hypochlorite [chemical name] supplied by the vendor named below to Peace River Manasota Regional Water Supply Authority complies with the AWWA standard listed in the Technical Specifications provided in Exhibit A of the Contract contained in this Invitation to Bid for Purchase of Water Treatment Chemicals.

3/4/25

Signature Date

Cristhianne Munguia

Print Name

Bid Coordinator, Allied Universal Corpration

Title, Company name

STATE OF FLORIDA
COUNTY OF Florida

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 3/4/25 (date) by Cristhianne Munguia (Affiant) of Allied Universal Corporation (company name), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced personally known (type of identification) as identification.

Notary Public

Atabeira Piedra

Name typed, printed or stamped
My Commission Expires: 9/21/2028

ATABEIRA PIEDRA
Notary Public - State of Florida
Commission # HH 595386
My Comm. Expires Sep 21, 2028
Bonded through National Notary Assn.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB

ALLIED UNIVERSAL CORPORATION
Established 1954

Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

AFFIDAVIT

This is to certify that as required, all Sodium Hypochlorite solution to be furnished to Peace River Manasota will comply with the AWWA Standards B300-18 and ANSI/NSF standard 60 or as may be amended.

STATE OF FLORIDA
COUNTY OF: Miami-Dade

Sworn to (or affirmed) and Subscribed before me.
By means of ☑ physical presence or ☐ online notarization.
This 4th day of March, 2025

By:_____
Cristhianne Munguia
Bid Coordinator

(Notary Seal)

ATABEIRA PIEDRA
Notary Public - State of Florida
Commission # HH 595386
My Comm. Expires Sep 21, 2028
Bonded through National Notary Assn.

_____
Signature of Notary Public.

Atabeira Piedra
Print or Type Name of Notary

Personally Known ☑
Or Produced Identification ☐

_____
Type of Identification Produced

8350 NW 93 Street
Miami, Florida 33166
AUC **Medley**- 305-888-2623

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC **Jacksonville**- 904-619-6180

9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC **Ft. Pierce**- 772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
AUC **Ellisville** - 601-477-2550

9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 **Ft. Pierce** - 772-464-6195

204 SCM Road
Brunswick, GA 31525
AUC **Brunswick** - 912-267-9470

2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2 **Manatee** - 941-803-4457

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3676-4F66-9CE1-197634C5B6EC

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, February 24, 2025** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:
http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Allied+Universal+Corporation&ChemicalName=Sodium+Hypochlorite&PlantCountry=UNITED+STATES&

NSF/ANSI/CAN 60
Drinking Water Treatment Chemicals - Health Effects

Allied Universal Corporation

3901 Northwest 115th Avenue
Miami, FL 33178
United States
800-981-6700
305-888-2623
Visit this company's website
(http://www.allieduniversal.com)

Facility : # 2 Jacksonville, Florida

Sodium Hypochlorite[HY]

Trade Designation	*Product Function*	*Max Use*
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Fort Pierce, FL

Sodium Hypochlorite[HY]

Trade Designation	*Product Function*	*Max Use*
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100 mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Miami, FL

Sodium Hypochlorite[HY]

Trade Designation	*Product Function*	*Max Use*

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3678-4F68-9CE1-197834C5B6EC

Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Palmetto, FL

Sodium Hypochlorite[HY]

Trade Designation	*Product Function*	*Max Use*
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3676-4F66-9CE1-197834C5B6EC

Facility : Brunswick, GA

Sodium Hypochlorite[HY]

Trade Designation	*Product Function*	*Max Use*
Aqua Guard Bleach	Disinfection & Oxidation	74mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	74mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	87mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	87mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	87mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	74mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	87mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	74mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ellisville, MS

Sodium Hypochlorite[HY]

Trade Designation	*Product Function*	*Max Use*
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
~~Sodium Hypochlorite 12.5%~~	~~Disinfection & Oxidation~~	~~84mg/L~~

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB

Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Allied Universal Corporation

3901 Northwest 115 Avenue
Miami, FL 33178
United States
305-888-2623
Visit this company's website
(http://www.allieduniversal.com)

Facility : # 3 USA

Sodium Hypochlorite[HY]

Trade Designation	*Product Function*	*Max Use*
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Number of matching Manufacturers is 2
Number of matching Products is 48
Processing time was 0 seconds

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB

ALLIED UNIVERSAL CORPORATION
Established 1954

3901 NW 115th Avenue
Miami, FL 33178
305-888-2623 office
305-885-4671 fax

SODIUM HYPOCHLORITE
AQUA GUARD CHLORINATING SANITIZER

TECHNICAL SALES SPECIFICATION FOR 10.5% WT AVAILABLE CHLORINE (12.3% BY VOLUME AVAILABLE CHLORINE) SODIUM HYPOCHLORITE SOLUTION

CONCENTRATION (LABELED)	10.5% minimum by weight (12.3% Vol) as stated by the U.S. EPA End Use Pesticide Registration
CONCENTRATION (DELIVERED)	11.0% (12.9% Vol) preferred, 10.5% (12.3% Vol) to 11.2% (13.2% Vol) acceptable as measured by a sodium thiosulfate titration with starch indicator resulting in an available chlorine reading by weight.
CONCENTRATION (MINIMUM)	9.50% By weight (11.1% Vol) available chlorine within 30 days of delivery if stored properly.
GUARANTEED STRENGTH	The manufacturer shall guarantee their chlorine strength to be above 9.50% by weight (11.1% Vol) for thirty full days, if the product has been properly stored, or it will be replaced immediately at no charge to the customer.
FILTRATION	Submicron filtration
MANUFACTURING TEMPERATURE	Temperature during manufacturing not to exceed 100°F (37°C).
EXCESS CAUSTIC	Desired range 0.2% WT - 0.4% WT. Excess alkalinity levels below 0.2%, causes a severe stability problem with bleach, especially during the hot summer months.
IRON (Fe)	Typically .30 ppm or less as a result of filtration
NICKEL (Ni)	.02 ppm or less
COPPER	.02 ppm or less
BROMATES	Complies with US Environmental Protection Agency and National Sanitation Foundation (NSF) requirements.
NSF & AWWA	Certified to NSF/ANSI Standard 60. Maximum use in potable water is 100 mg/L. NSF Non Food Compounds Program Listed (3D, B-1, B-2, D-1, D-2, G-4, GX, G-7 and Q-4 - Registration #134106). Sanitizing solution, used as prescribed by 21 CFR 178.1010. Guaranteed by Allied Universal Corporation to meet AWWA Standard B300 for Sodium Hypochlorite.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB

THORNTON LABORATORIES
TESTING & INSPECTION SERVICES, INC.

1145 E. Cass St, Tampa, FL 33602
Phone: 813-223-9702 Fax: 813-223-9332
WWW.THORNTONLAB.COM

22-Jan-2025

Report for: Allied Universal Corporation
3901 NW 115th Avenue
Miami, FL 33178
Attn: Jim Palmer

Sample Identification:
Sodium Hypochlorite
Proj: Bid Sample

Date Received: 14-Jan-2025

Laboratory Number: 468067

CERTIFICATE OF ANALYSIS
OFFICIAL ANALYSIS *

Method	Parameter	Result	Units
AWWA B-300			
	Sodium Hypochlorite (NaOCl)	11.63	%
	Available Chlorine (Cl2)	11.07	%
	Sodium Hydroxide (NaOH)	0.31	%
	Specific Gravity @ 60 oF	1.1722	
ASTM			
	Sodium Carbonate (Na_2CO_3)	0.41	%
AOAC 2006.03 (mod)			
	Copper (Cu)	< 0.01	ppm
	Iron (Fe)	< 0.03	ppm
	Nickel (Ni)	< 0.01	ppm
S.M.4110B +			
	Chlorates	< 100	ppm
	Bromates	< 2	ppm
	Perchlorates	< 10	ppm
NOVATEK			
	Filtration Test Time / 1 liter	96	seconds

* *Average of closely agreeing duplicate determinations.*
\+ *Analysis by Precision Petroleum Labs.*

THORNTON LABORATORIES
Steve Fickett, III

Thornton Laboratories Testing & Inspection Services, Inc. responsibility for the above analysis, opinions, or interpretations is limited to the invoice amount.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB

EXHIBIT B

Required Safety Measures
WATER TREATMENT CHEMICALS

Vendor is responsible for notifying the proper regulatory agencies of a spill incident. In the event of a spill or leak, the Vendor shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team, and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur that is caused by Vendor's personnel, equipment, or method of delivery, Vendor shall immediately comply with all applicable terms and conditions of Reauthorization Act of 1986, 42 U.S.C.G. 11001, et seq. (SARA), the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes, and Section 403.077, Florida Statutes and any other applicable Law. Vendor shall hold the Authority harmless for the responsibility of compliance with federal and state rules and regulations regarding vendor caused spills or releases or for any failure to properly report and/or comply with the Law under this paragraph.

Vendor shall provide to the Authority: (1) a written emergency spill response plan with the appropriate emergency response personnel names and telephone contact numbers (24-hour contact numbers) and (2) the proper spill response notification procedure, along with any forms required by all local, state, or federal regulatory agencies.

Within the first month of the contract, Vendor shall provide an appropriate safe handling training course to all Peace River Facility operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract term.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB

SAFETY DATA SHEET

1. Identification

Product identifier **Sodium Hypochlorite, 10-15% Solution**

Other means of identification

SDS number AUC-004

Synonyms Aqua Guard Chlorinating Sanitizer * Aqua Guard Bleach * Aqua Guard Sodium Hypochlorite 10.5% * Aqua Guard Sodium Hypochlorite 12.5% * Sodium Hypochlorite * Liquid Bleach * Bleach * Hypo

EPA Registered Pesticide 33458-23 (EUP, Aqua Guard Chlorinating Sanitizer), 33458-22 (EUP, Aqua Guard Bleach), 33458-24 (MUP, Aqua Guard Sodium Hypochlorite 12.5%) and 33458-25 (MUP, Aqua Guard Sodium Hypochlorite 10.5%)

Recommended use Swimming pool chemical, hard surface cleaner, water treatment, bleaching, textiles, cooling towers, laundry sanitizer and agricultural/ aquacultural purposes

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name	Allied Universal Corporation	
Address	3901 N.W. 115th Avenue Miami, FL 33178 United States	
Telephone	General:	1-305-888-2623
	24-Hour alert:	1-786-522-0207
Website	www.allieduniversal.com	
E-mail	Not available.	
Contact person	Operations Department	
Emergency phone number	CHEMTREC	1-800-424-9300 (US/Canada) +01 703-527-3887 (International)

Supplier Refer to Manufacturer

2. Hazard(s) identification

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation

Environmental hazards This mixture does not meet the classification criteria according to OSHA HazCom 2012.

OSHA defined hazards This mixture does not meet the classification criteria according to OSHA HazCom 2012.

Label elements



Signal word Danger

Hazard statement May be corrosive to metals. Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.

Precautionary statement

Prevention Keep only in original packaging. Do not breathe mist. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area.Wear protective gloves/clothing and eye/face protection.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB

Response	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. Specific treatment (see this label). Wash contaminated clothing before reuse.
Storage	Store locked up. Store in a well-ventilated place. Keep container tightly closed. Store in corrosive resistant container with a resistant inner liner.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	No OSHA defined hazard classes. Other hazards which do not result in classification: Contact with most acids may liberate and toxic gas. Chronic skin contact with low concentrations may cause dermatitis.
Supplemental information	None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Sodium Hypochlorite	HYPOCHLORITE SOLUTION	7681-52-9	10-15.5
Sodium hydroxide	Caustic soda Lye Soda lye	1310-73-2	1-5
Other components below reportable levels			80-90

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. If breathing stops, provide artificial respiration. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. If breathing is difficult, trained personnel should give oxygen. Call a physician or poison control center immediately.
Skin contact	Immediately flush skin with running water for at least 20 minutes. Take off immediately all contaminated clothing. Take off immediately all contaminated clothing. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse. Cover wound with sterile dressing. Do not rub area of contact. Leather and shoes that have been contaminated with the solution may need to be destroyed.
Eye contact	Immediately flush eyes with plenty of water for at least 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing for 10-15 minutes. Call a physician or poison control center immediately. Take care not to rinse contaminated water into the unaffected eye or onto the face.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. If swallowed: Rinse mouth. Do NOT induce vomiting. Never give anything by mouth to a victim who is unconscious or is having convulsions. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.
Indication of immediate medical attention and special treatment needed	Immediate medical attention is required. Causes chemical burns. Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO_2). Use media suitable to the surrounding fire such as water fog or fine spray, alcohol foams, carbon dioxide. Use water with caution. Contact with water will generate considerable heat.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3676-4F68-9CE1-197834C5B6EC

Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire. Do not use dry chemical extinguishing agents. Maleic anhydride may react with the basic sodium compounds. Use chemical extinguishing agents with caution. Some chemical extinguishing agents may react with this material.
Specific hazards arising from the chemical	Not considered flammable. Vapors are heavier than air and may spread along floors. Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts violently with a wide variety of organic and inorganic chemicals including alcohol, carbides, chlorates, picrates, nitrates and metals. Toxic fumes, gases or vapours may evolve on burning.
Special protective equipment and precautions for firefighters	Firefighters should wear proper protective equipment and self-contained breathing apparatus with full face piece operated in positive pressure mode. A full-body chemical resistant suit should be worn.
Fire fighting equipment/instructions	Fight fire with normal precautions from a reasonable distance. Evacuate the area promptly. Move containers from fire area if you can do so without risk. Use water spray to cool unopened containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	Vapors are heavier than air and may spread along floors.
Hazardous combustion products	Hydrogen gas. Hydrogen chloride. Chlorine. Oxygen. Sodium oxides.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Immediately evacuate personnel to safe areas. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Ventilate the area. Remove sources of ignition. Stop leak if you can do so without risk. Absorb spillage to prevent material damage. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Use water spray to reduce vapors or divert vapor cloud drift. Prevent entry into waterways, sewer, basements or confined areas. Remove with vacuum trucks or pump to storage/salvage vessels. Contain and absorb spilled liquid with non-combustible, inert absorbent material (e.g. sand). Small spills can be neutralized by covering with a reducing agent, such as Sodium thiosulfate or Sodium sulphite. If not recoverable, dilute with water or flush to holding area and neutralize. Never return spills to original containers for re-use. Contact the proper local authorities. Contaminated absorbent material may pose the same hazards as the spilled product. For waste disposal, see Section 13.
Environmental precautions	Contact local authorities in case of spillage to drain/aquatic environment. Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection. Label containers appropriately. When using, do not eat, drink or smoke. Do not taste or swallow. Do not get in eyes, on skin, on clothing. Wash thoroughly after handling. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Avoid ultraviolet (UV) light sources. Inspect periodically for damage or leaks. Store in corrosive resistant container with a resistant inner liner. Store in original tightly closed container. Keep container tightly closed. Store in a well-ventilated place. Store away from and do not mix with incompatible materials such as acids, oxidizers, organics, reducing agents and all metals except titanium. Keep away from food, drink and animal feedingstuffs.

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m3

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB

US. ACGIH Threshold Limit Values

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
SODIUM HYPOCHLORITE (CAS 7681-52-9)	STEL	2 mg/m3

Biological limit values No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

Eye/face protection Chemical goggles and face shield are recommended. Eye wash facilities and emergency shower must be available when handling this product.

Skin protection

Hand protection Wear appropriate chemical-resistant gloves. Advice should be sought from glove suppliers.

Other Where contact is likely, wear chemical-resistant gloves, chemical protective clothing, rubber boots, and chemical safety goggles plus a face shield. Use of an impervious apron is recommended.

Respiratory protection Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. For most conditions no respiratory protection should be needed; however, if discomfort is experienced, use an approved air-purifying respirator. The following should be effective types of air-purifying respirators: Particulate filter.

Thermal hazards Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations When using, do not eat, drink or smoke. Do not breathe mist. Avoid contact with eyes, skin and clothing. Upon completion of work, wash hands before eating, drinking, smoking or use of toilet facilities. Remove soiled clothing and wash it thoroughly before reuse.

9. Physical and chemical properties

Appearance Clear yellow/green liquid.

Physical state Liquid.

Form Liquid.

Color Clear to yellow/green.

Odor Pungent. Chlorine-like.

Odor threshold Not available.

pH 11 - 13

Melting point/freezing point -150 °F (-101.11 °C)

Initial boiling point and boiling range > 212 °F (> 100 °C)

Flash point Not Applicable

Evaporation rate Not available.

Flammability (solid, gas) Not applicable.

Upper/lower flammability or explosive limits

Flammability limit - lower (%) Not Applicable

Flammability limit - lower (%) temperature Not Applicable

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB

Flammability limit - upper (%)	Not Applicable
Flammability limit - upper (%) temperature	Not Applicable
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	12 mm Hg
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Soluble
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Particle characteristics	Not applicable
Other information	
Density	1.18 g/cm3
Molecular formula	NaOCl
Molecular weight	74.4
Specific gravity	1.165-1.23

10. Stability and reactivity

Reactivity	Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts with amines and ammonia compounds to form explosively unstable compounds. May be corrosive to metals. May be corrosive to: Aluminum. Stainless steel. Carbon steel. Copper. Bronze
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Reacts vigorously or violently with many organic and inorganic chemicals such as: acids, acrolein, acrylonitrile, chlorinated hydrocarbons (e.g. 1,2 dichloroethylene), chlorine dioxide, maleic anhydride, nitroethane, nitroparaffins, 2-nitrophenol, nitropropane, phosphorus, potassium persulfate, and tetrahydrofuran (containing peroxides).
Conditions to avoid	Direct sources of heat. Avoid high temperatures. Direct sunlight. Avoid contact with incompatible materials. Do not use in areas without adequate ventilation. Do not allow evaporation to dryness.
Incompatible materials	Metals. Strong oxidizing agents. Acids. Amines. Ammonia. Reducing agents. Nitrites. Organic compounds.
Hazardous decomposition products	None known, refer to hazardous combustion products in Section 5. In the event of fire the following can be released: Chlorine. Sodium chlorate.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful. May cause irritation to the respiratory system. May cause severe irritation to the nose, throat, and respiratory tract.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns. Ingestion may cause severe irritation of the mouth, the esophagus and the gastrointestinal tract.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.

Information on toxicological effects

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB

Acute toxicity	Not expected to be hazardous by OSHA criteria. There is no available data for the product itself, only for the ingredients. See data for individual ingredient acute toxicity data.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Acute		
Dermal		
LD50	Rabbit	No Data in Literature
Inhalation		
LC50	Rat	No Data in Literature
Oral		
LD50	Rat	No Data in Literature
Sodium Hypochlorite (CAS 7681-52-9)		
Acute		
Dermal		
LD50	Rabbit	> 10000 mg/kg
Inhalation		
LC50	Rat	> 5.25 mg/l/4h
Oral		
LD50	Rat	8910 mg/kg

Skin corrosion/irritation	Hazardous by OSHA criteria. Causes severe skin burns. Causes severe skin burns and eye damage. Skin corrosion/irritation - Category 1.
Serious eye damage/eye irritation	Hazardous by OSHA criteria. Causes serious eye damage. Serious eye damage/eye irritation - Category 1
Respiratory or skin sensitization	
Respiratory sensitization	Not expected to be a respiratory sensitizer.
Skin sensitizer	Not expected to be hazardous by OSHA criteria. Not expected to be a skin sensitizer. May cause an allergic skin reaction (e.g. hives, rash) in some hypersensitive individuals.
Germ cell mutagenicity	Not expected to be mutagenic.
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

IARC Monographs. Overall Evaluation of Carcinogenicity

Sodium Hypochlorite (CAS 7681-52-9) 3 Not classifiable as to carcinogenicity to humans.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Specific target organ toxicity - single exposure	Hazardous by OSHA criteria. May cause respiratory irritation. Specific Target Organ Toxicity (STOT), Single Exposure, Category 3.
Specific target organ toxicity - repeated exposure	Not classified as a specific target organ toxicity -repeated exposure.
Aspiration toxicity	Not expected to be an aspiration hazard.
Chronic effects	Prolonged inhalation may be harmful. Chronic skin contact with low concentrations may cause dermatitis.

12. Ecological information

Ecotoxicity Toxic to aquatic life.

Components		Species	Test Results
Sodium hydroxide (CAS 1310-73-2)			
Aquatic			
Acute			
Crustacea	EC50	Water flea (Ceriodaphnia dubia)	40 mg/l, 48 hours

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB

Components		Species	Test Results
Fish	LC50	Western mosquitofish (Gambusia affinis)	125 mg/l, 96 hours
Sodium Hypochlorite (CAS 7681-52-9)			
Aquatic			
Acute			
Crustacea	EC50	Water flea (Daphnia magna)	0.169 mg/l, 48 hours
Fish	LC50	Bluegill (Lepomis macrochirus)	0.58 mg/l, 96 hours

Persistence and degradability	Biodegradation is not applicable to inorganic substances.
Bioaccumulative potential	No accumulation in living organisms is expected due to high solubility and dissociation properties.
Mobility in soil	High water solubility indicates a high mobility in soil.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLTUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	III
Environmental hazards	
Marine pollutant	Yes
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling. US CERCLA Reportable Quantity (RQ): 100 lbs / 45.4 kg
Special provisions	IB3, N34, T4, TP2, TP24
Packaging exceptions	154
Packaging non bulk	203
Packaging bulk	241

IATA

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	NO
ERG Code	8L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Other information	
Passenger and cargo aircraft	Allowed.
Cargo aircraft only	Allowed.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3678-4F68-9CE1-19783405B6EC

IMDG

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	
Marine pollutant	Yes
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not available.

DOT



IATA; IMDG



Marine pollutant



15. Regulatory information

US federal regulations This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpart. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2)	Listed.
Sodium Hypochlorite (CAS 7681-52-9)	Listed.

SARA 304 Emergency release notification

Not regulated.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Corrosive to metals
Skin corrosion
Eye damage
Specific target organ toxicity -single exposure

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical Yes

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)

Not listed.

US. Massachusetts RTK - Substance List

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. New Jersey Worker and Community Right-to-Know Act

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. Pennsylvania Worker and Community Right-to-Know Law

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date	03-15-2015
Version #	04
Revision date	02-04-2025
HMIS	H: 3 F: 0 R: 1
NFPA	H: 3 F: 0 R: 1

Maximum use in potable water is 84 mg/L for 12.5% bleach and 100 mg/L for 10.5% bleach.

List of abbreviations

ACGIH: American Conference of Governmental Industrial Hygienists
CAS: Chemical Abstract Services
CERCLA: Comprehensive Environmental Response, Compensation and Liability Act of 1980
CFR: Code of Federal Regulations
DOT: Department of Transportation
DSL: Domestic Substance List
EC: European Community
EINECS: European Inventory of Existing Commercial chemical Substances
EPA: Environmental Protection Agency
IARC: International Agency for Research on Cancer
IATA: International Air Transport Association
IMDG: International Maritime Dangerous Goods
LC: Lethal Concentration
LD: Lethal Dose
NOEC: No observable effect concentration
NTP: National Toxicology Program
OECD: Organisation for Economic Cooperation and Development
OSHA: Occupational Safety and Health Administration
PPE: Personal Protective Equipment
SARA: Superfund Amendments and Reauthorization Act
STEL: Short Term Exposure Limit
TLV: Threshold Limit Values TWA: Time Weighted Average

Prepared by: ICC The Compliance Center Inc. 1-888-442-9628
http://www.thecompliancecenter.com

Disclaimer

Disclaimer
This Safety Data Sheet was prepared by ICC The Compliance Center Inc. using information provided by / obtained from Allied Universal Corporation and CCOHS' Web Information Service. The information in the Safety Data Sheet is offered for your consideration and guidance when exposed to this product. ICC The Compliance Center Inc. and Allied Universal Corporation expressly disclaim all expressed or implied warranties and assume no responsibilities for the accuracy or completeness of the data contained herein. The data in this SDS does not apply to use with any other product or in any other process.This Safety Data Sheet may not be changed, or altered in any way without the expressed knowledge and permission of ICC The Compliance Center Inc. and Allied Universal Corporation

Bibliography

Canadian Centre for Occupational Health and Safety, CCInfoWeb Databases
European Chemicals Bureau, Existing Chemicals Work Area, EINECS Information System, Material Safety Data Sheet from manufacturer.
OECD - The Global Portal to Information on Chemical Substances - eChemPortal

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB

ALLIED UNIVERSAL CORPORATION
Established 1954

3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

July 2017

Dear Allied Customer:

As a member of the National Association of Chemical Distributors and The Chlorine Institute, Allied Universal Corporation strongly encourages all of its customers to formulate, periodically review and update their procedures for the proper handling and use of Allied's chemical products. Customer procedures should, of course, include emergency preparedness and plans for handling potential chemical spills and releases.

It is the responsibility of each customer to develop its own individual, site-specific emergency procedures. The attached "Spill Contingency" pamphlet contains examples of some of the types of procedures customers may wish to consider when formulating, reviewing or updating their respective emergency procedures. Customers should NOT rely upon these examples, as they are not intended to be comprehensive, nor will they be appropriate for every customer, since our customers' business operations, personnel, physical facilities and locations are diverse, and customer practices and procedures will, by necessity, vary accordingly. Customers may, however, find these examples useful in formulating, reviewing or updating their own individualized, site-specific practices and procedures.

Allied strongly recommends that each customer consult with a qualified and licensed environmental cleanup service in formulating emergency procedures for handling chemical spills or releases. As part of these procedures, each customer should have available for immediate use the contact information for local environmental cleanup services.

All customers must ensure that their employees are trained in the proper and safe handling and use of all chemical products, and that their employees are familiar with all applicable labels and Safety Data Sheets. This employee training must be documented and maintained on file at all times, in accordance with applicable government regulations.

It is the responsibility of every customer to familiarize themselves and to comply with all applicable federal, state and local laws and regulations pertaining to chemicals utilized in the customer's business operations, including, but not limited to, Title 29 of the Code of Federal Regulations, section 1910.38. Customers should not rely upon the attached exemplar procedures. Customers should consult with and rely only upon the advice of licensed legal and environmental professionals. Allied will not be responsible for any incidental, consequential, special or other damages arising from or relating to the attached exemplar procedures, or its customers formulation and implementation of emergency preparedness and chemical cleanup procedures.

If Allied can assist your efforts in the proper handling of our products, please contact your Sales Representative.

WARNING: *CUSTOMERS SHOULD NOT RELY UPON THESE EXEMPLAR PROCEDURES, AS THEY ARE INTENDED SOLELY FOR THE CUSTOMER'S USE AS A STARTING POINT IN FORMULATING EACH CUSTOMER'S INDIVIDUAL, SITE -SPECIFIC EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES. CUSTOMERS SHOULD CONSULT WITH AND RELY ONLY UPON THE ADVICE OF LICENSED LEGAL AND ENVIRONMENTAL PROFESSIONALS IN FORMULATING THEIR INDIVIDUAL, SITE-SPECIFIC PROCEDURES. ALLIED IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL AND SPECIAL DAMAGES, ARISING FROM THE CUSTOMER'S FORMULATION AND IMPLEMENTATION OF EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES.*

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D7E5B5-3670-4F66-9CE1-197654C5B6EC

ALLIED UNIVERSAL CORPORATION
Established 1954

3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

CONTENTS

SPILL CONTINGENCY	PAGE 3
REPORTABLE QUANTY REPORTING	PAGE 4
NOTIFICATION PROCEDURES	PAGE 5
WRITTEN FOLLOW UP	PAGE 6
REPORTABLE QUANTITY LIST	PAGE 8
SODIUMHYPOCHLORITE SPILLS	PAGE 9
SODIUM HYDROXIDE SPILLS	PAGE 11
ACID SPILLS	PAGE 13
CHLORINE/SULFUR DIOXIDE RELEASES	PAGE 15
SODIUM BISULFITE RELEASES	PAGE 19

WARNING: CUSTOMERS SHOULD NOT RELY UPON THESE EXEMPLAR PROCEDURES, AS THEY ARE INTENDED SOLELY FOR THE CUSTOMER'S USE AS A STARTING POINT IN FORMULATING EACH CUSTOMER'S INDIVIDUAL, SITE -SPECIFIC EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES. CUSTOMERS SHOULD CONSULT WITH AND RELY ONLY UPON THE ADVICE OF LICENSED LEGAL AND ENVIRONMENTAL PROFESSIONALS IN FORMULATING THEIR INDIVIDUAL, SITE-SPECIFIC PROCEDURES. ALLIED IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL AND SPECIAL DAMAGES, ARISING FROM THE CUSTOMER'S FORMULATION AND IMPLEMENTATION OF EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3670-4F66-9CE1-197634C5B6EC

ALLIED UNIVERSAL CORPORATION
Established 1954

3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

SPILL CONTINGENCY

In the event of a spill or leak, the employee discovering the spill or leak should immediately notify the site supervisor or manager. The site supervisor or manager should direct the employee to determine the source or cause of the leak and provide the employee with instructions on how to control or contain the incident, if possible. If containment and control is not possible, the facility owner or authorized site manager manager/supervisor should call the local public agency and first responders as well as their supplier.

Please insert applicable phone numbers and names for your location.

EMERGENCY RESPONSE PHONE NUMBERS	
FIRE DEPARTMENT	**911**
ALLIED 24HR CHEMICAL SPILL EMERGENCY NUMBER	**1-786-522-0207** **Or** **CHEMTREC** **1-800-424-9300**
ALLIED BRANCH SUPPLIER NUMBER: Miami, FL Ft. Pierce, FL Jacksonville, FL CFI - Tampa, FL Brunswick, GA Ranger, GA Ellisville, MS	 **305-888-2623 x0201 or x0202** **305-888-2623 x0601 or x0602** **305-888-2623 x1201 or x1202** **305-888-2623 x0901 or x0902** **305-888-2623 x0401 or x0402** **305-888-2623 x0701 or x0702** **305-888-2623 x1001**
ALLIED SALES REPRESENTATIVE	
LOCAL HOSPITAL NAME & PHONE NUMBER	
OTHER APPLICABLE EMERGENCY NUMBERS	
FACILITY NEIGHBOR	
FACILITY NEIGHBOR	

WARNING: CUSTOMERS SHOULD NOT RELY UPON THESE EXEMPLAR PROCEDURES, AS THEY ARE INTENDED SOLELY FOR THE CUSTOMER'S USE AS A STARTING POINT IN FORMULATING EACH CUSTOMER'S INDIVIDUAL, SITE -SPECIFIC EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES. CUSTOMERS SHOULD CONSULT WITH AND RELY ONLY UPON THE ADVICE OF LICENSED LEGAL AND ENVIRONMENTAL PROFESSIONALS IN FORMULATING THEIR INDIVIDUAL, SITE-SPECIFIC PROCEDURES. ALLIED IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL AND SPECIAL DAMAGES, ARISING FROM THE CUSTOMER'S FORMULATION AND IMPLEMENTATION OF EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3676-4F66-9CE1-197634C5B6EC

ALLIED UNIVERSAL CORPORATION
Established 1954

3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

Hazardous Materials such as Sodium Hypochlorite Solution (Bleach), Sodium Hydroxide Solution (Caustic Soda or just Caustic) and Acids have different properties and as such have different Reportable Quantities (RQ) dealing with notification. Reportable Quantity (RQ) as defined by the USEPA, means that quantity (as set forth by regulation), the release of which requires notification to the National Response Center at 1-800-424-8802.

Both the USEPA and USDOT have published tables on Reportable Quantities for Hazardous Substances in the United States Code of Federal Regulations: EPA 40 CFR § 302.4 and DOT at 49 CFR § 172.101 APPENDIX A, Table 1.

It should be understood that the RQ's as listed by both USEPA & USDOT are for pure substances. The chart on page 8 can be used to determine whether a RQ leak or spill has occurred.

If a spill, leak or release to the environment, has occurred over the RQ amount, and material has not been contained by a containment device (e.g. scrubber, building, dike, etc.), notification to Federal, State and local authorities must and may have to be made. Federal notification is required, State and Local notification will vary from State-to-State and locality-to-locality. You must check with your State and Local applicable authorities to determine notification requirements. The Federal and some State numbers are listed below:

WARNING: CUSTOMERS SHOULD NOT RELY UPON THESE EXEMPLAR PROCEDURES, AS THEY ARE INTENDED SOLELY FOR THE CUSTOMER'S USE AS A STARTING POINT IN FORMULATING EACH CUSTOMER'S INDIVIDUAL, SITE -SPECIFIC EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES. CUSTOMERS SHOULD CONSULT WITH AND RELY ONLY UPON THE ADVICE OF LICENSED LEGAL AND ENVIRONMENTAL PROFESSIONALS IN FORMULATING THEIR INDIVIDUAL, SITE-SPECIFIC PROCEDURES. ALLIED IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL AND SPECIAL DAMAGES, ARISING FROM THE CUSTOMER'S FORMULATION AND IMPLEMENTATION OF EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB

ALLIED UNIVERSAL CORPORATION
Established 1954

3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

US NATIONAL RESPONSE CENTER	**800-424-8802**
FL STATE WARNING POINT	**800-320-0519**
GA OFFICE OF EMERGENCY SERVICES	**800-241-4113**
MS STATE WARNING POINT	**800-222-6362**

If it has been determined that a release in excess of the Reportable Quantity (RQ) has occurred (see listings on page 8) to the air, grounds or waters of the State, notification must be made within 15 minutes from the time the release was discovered in accordance with the United States Code of Federal Regulations 40CFR §302.6 and §355.40(b) to:

1. National Response Center 800-424-8802

And to the following agencies per State applicable laws:

2. The State Warning Point/State Emergency Response Hotline

When notification is required to the Federal government and State government via the National Response Center and State Emergency Response Center require specific information as per 40CFR §355.40(b)(2)(i - vii). This information includes but will not be limited to:

1. Name, location, and telephone number
2. Name and address of the party responsible for the incident
3. Date and time of the incident
4. Location of the incident
5. Source and cause of the release or spill (i.e. tank failure)
6. Types of materials (i.e. chemical) released or spilled

WARNING: CUSTOMERS SHOULD NOT RELY UPON THESE EXEMPLAR PROCEDURES, AS THEY ARE INTENDED SOLELY FOR THE CUSTOMER'S USE AS A STARTING POINT IN FORMULATING EACH CUSTOMER'S INDIVIDUAL, SITE -SPECIFIC EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES. CUSTOMERS SHOULD CONSULT WITH AND RELY ONLY UPON THE ADVICE OF LICENSED LEGAL AND ENVIRONMENTAL PROFESSIONALS IN FORMULATING THEIR INDIVIDUAL, SITE-SPECIFIC PROCEDURES. ALLIED IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL AND SPECIAL DAMAGES, ARISING FROM THE CUSTOMER'S FORMULATION AND IMPLEMENTATION OF EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB

ALLIED UNIVERSAL CORPORATION
Established 1954

3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

7. Quantity of material released or spilled
8. Danger or threat posed by the release or spill (i.e. acute or chronic health risks, environmental damage, etc. – use a Material Safety Data Sheet for this information)
9. Number and type of injuries (if any)
10. Mitigation efforts, if any, being made to stop the release
11. Weather conditions at the incident location
12. Any other relevant information

Within seven (7) days after a release which requires verbal notification to the Federal and State governments, the owner or operator of the facility shall provide a written follow up emergency notice to the State Emergency Response Center and Local Emergency Planning Council (LEPC). The letter should contain, at a minimum, the following information:

1. Chemical Name - Include whether an extremely hazardous substance. Also, the UN (i.e. UN 1791for bleach, UN 1824 for caustic, etc).
2. Location, time and duration of release.
3. Medium or Media into which the release occurred.
4. Estimate of quantity of product released.
5. Known or anticipated acute or chronic health risks associated with the emergency and where appropriate, advice regarding medical attention necessary for exposed individuals. (Use Material Safety Data Sheet - MSDS).
6. Actions that were taken as a result of the release, including evacuation and hospitalizations, and
7. Name and telephone number of Emergency Coordinator.

WARNING: CUSTOMERS SHOULD NOT RELY UPON THESE EXEMPLAR PROCEDURES, AS THEY ARE INTENDED SOLELY FOR THE CUSTOMER'S USE AS A STARTING POINT IN FORMULATING EACH CUSTOMER'S INDIVIDUAL, SITE -SPECIFIC EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES. CUSTOMERS SHOULD CONSULT WITH AND RELY ONLY UPON THE ADVICE OF LICENSED LEGAL AND ENVIRONMENTAL PROFESSIONALS IN FORMULATING THEIR INDIVIDUAL, SITE-SPECIFIC PROCEDURES. ALLIED IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL AND SPECIAL DAMAGES, ARISING FROM THE CUSTOMER'S FORMULATION AND IMPLEMENTATION OF EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3676-4F68-9CE1-197834C5B6EC

ALLIED UNIVERSAL CORPORATION
Established 1954

3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

The following table lists the name and addresses of a few of these agencies:

WRITTEN FOLLOW-UP NOTIFICATION ADDRESSES	
FL STATE EMERGENCY RESPONSE COMMISSION	FL State Emerg. Response Commission 255 Shumard Oak Boulevard Tallahassee, FL 32399 800-320-0519
GA DEPARTMENT OF NATURAL RESOURCES	Department of Natural Resources Environmental Protection Division 7 Martin Luther King Drive, Room 643 Atlanta, Georgia 30334 800-241-4113
MS EMERGENCY MANAGEMENT AGENCY	MEMA PO Box 4501 Jackson, MS 39296-4501 800-222-6362 601-352-9100
OTHER STATE EMERGENCY AGENCY	INSERT ADDRESS HERE
LOCAL EMERGENCY PLANNING COMMISSIONS	CHECK WITH YOUR LEPC TO DETERMINE WHERE YOUR LETTER MUST BE SENT.

WARNING: CUSTOMERS SHOULD NOT RELY UPON THESE EXEMPLAR PROCEDURES, AS THEY ARE INTENDED SOLELY FOR THE CUSTOMER'S USE AS A STARTING POINT IN FORMULATING EACH CUSTOMER'S INDIVIDUAL, SITE -SPECIFIC EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES. CUSTOMERS SHOULD CONSULT WITH AND RELY ONLY UPON THE ADVICE OF LICENSED LEGAL AND ENVIRONMENTAL PROFESSIONALS IN FORMULATING THEIR INDIVIDUAL, SITE-SPECIFIC PROCEDURES. ALLIED IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL AND SPECIAL DAMAGES, ARISING FROM THE CUSTOMER'S FORMULATION AND IMPLEMENTATION OF EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3678-4F66-9CE1-197654C5B6EC

ALLIED UNIVERSAL CORPORATION
Established 1954

3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

REPORTABLE QUANTITY CHEMICAL LIST

PRODUCT	RQ - IN GALLONS	RQ - IN POUNDS
CHLORINE GAS	0.86 Gallons	10 Pounds
MURIATIC ACID 20 Bé (Hydrochloric Acid)	1,639 Gallons	5000 Pounds
MURIATIC ACID 22 Bé (Hydrochloric Acid)	1,449 Gallons	5000 Pounds
SODIUM BISULFITE SOLUTION - 38%	1,170 Gallons	5000 Pounds
SODIUM HYPOCHLORITE SOLUTION - 10.5%	98 Gallons	100 Pounds
SODIUM HYPOCHLORITE SOLUTION - 12.5%	80 Gallons	100 Pounds
SODIUM HYPOCHLORITE SOLUTION - 15%	64 Gallons	100 Pounds
SODIUM HYDROXIDE SOLUTION - 50%	156 Gallons	1000 Pounds
SODIUM HYDROXIDE SOLUTION - 25%	374 Gallons	1000 Pounds
SULFUR DIOXIDE	44 Gallons	500 Pounds
SULFURIC ACID - 28 Bé	296 Gallons	1000 Pounds

WARNING: CUSTOMERS SHOULD NOT RELY UPON THESE EXEMPLAR PROCEDURES, AS THEY ARE INTENDED SOLELY FOR THE CUSTOMER'S USE AS A STARTING POINT IN FORMULATING EACH CUSTOMER'S INDIVIDUAL, SITE -SPECIFIC EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES. CUSTOMERS SHOULD CONSULT WITH AND RELY ONLY UPON THE ADVICE OF LICENSED LEGAL AND ENVIRONMENTAL PROFESSIONALS IN FORMULATING THEIR INDIVIDUAL, SITE-SPECIFIC PROCEDURES. ALLIED IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL AND SPECIAL DAMAGES, ARISING FROM THE CUSTOMER'S FORMULATION AND IMPLEMENTATION OF EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3676-4F66-9CE1-197834C5B6EC

ALLIED UNIVERSAL CORPORATION
Established 1954

3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

I. PROCEDURES FOR SODIUM HYPOCHLORITE SOLUTION

DO NOT REFER TO SODIUM HYPOCHLORITE AS CHLORINE OR LIQUID CHLORINE. DO NOT USE CHLORINE IN THE DESCRIPTION AS IT IS CONFUSING (THEY ASSUME IT TO BE CHLORINE GAS) TO PUBLIC RESPONDERS. DESCRIBE PRODUCT SPILLED AS SODIUM HYPOCHLORITE, BLEACH, OR LIQUID BLEACH.

1. Spill or Leak in Bulk Storage Tank
   a. Containment drain valve (if available) must be closed. Valve should only be opened to drain rainwater from containment and closed afterward. Verify State and local regulations for discharging rainwater prior to discharging. Chlorine levels and pH must not exceed State and local requirements before discharging.
   b. Determine the source of the actual leak.
   c. If the storage tank system is not damaged, pump only good Sodium Hypochlorite back into the storage tank for re-use.
   d. Spilled or released Sodium Hypochlorite that cannot be recovered or reused must be neutralized and properly disposed of in accordance with applicable Federal, State and Local regulations.
   e. *Notify your supplier.*

2. Discharges to Ground or Pavement
   a. Determine the source of the Sodium Hypochlorite leak.
   b. Stop the leak and contain the spilled product.
   c. If the personal safety of facility individuals is in danger, site supervision should evacuate the facility.
   d. Notify the local Fire Department.

WARNING: *CUSTOMERS SHOULD NOT RELY UPON THESE EXEMPLAR PROCEDURES, AS THEY ARE INTENDED SOLELY FOR THE CUSTOMER'S USE AS A STARTING POINT IN FORMULATING EACH CUSTOMER'S INDIVIDUAL, SITE -SPECIFIC EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES. CUSTOMERS SHOULD CONSULT WITH AND RELY ONLY UPON THE ADVICE OF LICENSED LEGAL AND ENVIRONMENTAL PROFESSIONALS IN FORMULATING THEIR INDIVIDUAL, SITE-SPECIFIC PROCEDURES. ALLIED IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL AND SPECIAL DAMAGES, ARISING FROM THE CUSTOMER'S FORMULATION AND IMPLEMENTATION OF EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES.*

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB

EMERGENCY CONTACT NUMBERS

CORPORATE:

WORKING HOURS: (305) 888 – 2623

EMERGENCY CONTACTS (OTHER PHONE NUMBERS):

1. DAN DEBEAU (E FL REGIONAL OPERATIONS MANAGER)	WORK (772) 242-9727, CELL (309) 213-4936
2. DON COUCHE (MANATEE & NORTH REGIONAL OPERATIONS MANAGER)	WORK (941) 803-4581, CELL (941) 993-2548
3. MIKE HARRIS (FLEET MAINTENANCE MANAGER)	WORK (912) 267-9590, CELL (912) 571-0704
4. JAY BRUNELLE (DRIVER SAFETY COMPLIANCE MANAGER - SOUTH)	CELL (413) 222-5440
5. SHANE LYON (DRIVER SAFETY COMPLIANCE MANAGER – NORTH)	CELL (813) 507-6044
6. FRANCES MENDEZ (ASSISTANT TSUI OPERATIONS MANAGER)	WORK (786) 646-2840, CELL (386) 334-6992
7. TOM HARDEN (DIRECTOR TSUI OPERATIONS)	WORK (786) 623-6457 , CELL (904)449-0546
8. TODD TUCKER (VICE PRESIDENT OF OPERATIONS - SECURITY)	WORK (786) 522-0200, CELL (903) 987-3248

US TSA'S TRANSPORTATION SECURITY COORDINATION CENTER: (703) 563-3236 OR 3237

BRANCHES:

MIAMI, FL (305) 888-2623	
GABRIELA AFANASIEV	CELL # (786) 725-8311
JESUS CARPHUAPOMA	CELL # (786) 712-2254
JOASIEL GARCIA	CELL # (786) 969-0408
FT. PIERCE, FL (772) 464-6195	
VACANT	CELL #
WALTER CIECWIERZ	CELL # (201) 993-3536
CATALINA EASTON	CELL # (772) 332-8990
MANATEE, FL	
BILLY ROY	CELL # (813) 405-9086
TRAVIS COFFMAN	CELL # (567) 686-2601
ROY POUND	CELL # (727) 504-2243
BRUNSWICK, GA (912) 267-9470	
WILLIAM WARE	CELL # (502) 333-8059
ANTHONY JEFFERSON	CELL # (912) 393-4903
CHARITY BREWER	CELL # (912) 230-8680
JACKSONVILLE, FL (AND DOTHAN, AL) (904) 438-4976	
PETE EARNEST	CELL # (813) 505-6544
DAVID SCHULTZ	CELL # (912) 222-9487
LISA DALE	CELL # (770) 769-6528
ELLISVILLE, MS (AND MOBILE, AL) (601) 477-2550	
BOB BOYKIN	CELL # (601) 678-8275
TIGRAN ARMSTRONG	CELL # (601) 554-6582
TOSHABA FAIRLEY	CELL # (601) 596-4377

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3676-4F66-9CE1-197834C5B6EC

SAFETY POLICY ALLIED UNIVERSAL CORPORATION	SERIES: 700	PROCEDURE: 700
SUBJECT: SAFETY PROGRAM POLICY		
ISSUED BY: REGULATORY AFFAIRS MANAGER APPROVED BY: OPERATIONS DEPARTMENT	LAST MODIFIED: January 2019	
SAFETY EQUIPMENT REQUIRED: None	FORMS REQUIRED: • Officer Risk Policy Commitment	

700.0 SAFETY PROGRAM POLICY

PURPOSE: Establishment of a workplace safety program involving management and employees.

SCOPE: A clear definition of management's commitment to providing the employees with a safe and healthful work environment and to comply with various occupational safety and health regulations.

700.1 Management Commitment

Allied Universal Corporation (AUC) is committed to conducting its business activities and operations in a manner which provides a safe environment for its employees and visitors. Senior management has pledged to manage the business by continuously improving upon the responsible distribution of the chemicals in a safe and secure manner. This pledge is posted at each plant office, and is known as the *Officer Risk Policy Commitment* statement.

As part of the company's pledge, management and employees will be actively involved in establishing and maintaining an effective workplace safety and security program, which will include at a minimum:

1. Identifying current safety and security regulations and issues.
2. Identify the skills, knowledge, personal protective equipment and training necessary to perform a job.
3. Providing safety and health education, security policy and procedures, and job function specific training to new employees.
4. Providing safety and health education, security policy and procedures, and training and retraining for employees and outside contractors.
5. Assuring that all personnel in safety critical jobs are fit for duty and not compromised by external influences.
6. Establishing and promoting employee participation in improving and maintaining safe working conditions.
7. Writing, reviewing, and updating workplace safety and security policies and procedures.
8. Writing, reviewing, and updating workplace operating policies and procedures.
10. Investigate, record, maintain and control all workplace-related injuries/illnesses/exposures, vehicle accidents, environmental releases, as well as security incidents.
11. Conduct internal inspections to confirm safety and security operating procedures are being implemented and followed.
12. Establishing and implementing disciplinary procedures for employees or outside contractors whom willfully or repeatedly violate company policies and procedures.
13. Establishing and maintaining a process safety management and risk management program as well as facility security programs as applicable.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3676-4F68-9CE1-197834C5B6EC

14. Implementing the *National Association of Chemical Distributors Responsible Distribution Codes and Guiding Principles*, and abiding by the *Chlorine Institute Member Safety and Security Commitment*.
15. Maintain a state of readiness for all chemical and security emergencies.
16. Adhering to applicable local, state, and national laws, rules and regulations in respect to the handling, use, storage, transportation and disposal of chemicals, including the DHS Chemical Facility Anti-Terrorism (CFATs) as applicable.
17. Proper operations per the parameters of various air, water, industrial waste and other environmental permits.
18. Proper testing of packages and packaging of hazardous material goods per the requirements of the US DOT PHMSA.
19. Timely review and response to all documented employee safety suggestions.
20. Assure that all safety critical equipment complies and maintained according to good engineering practices.

700.2 Responsibilities

700.2.1 Employee Safety Responsibilities

Each employee is responsible for performing job tasks in a safe manner, following the specified job task procedure and wearing the required personal protective equipment. It is the policy of AUC that all employees report unsafe work conditions. AUC employees may refuse to perform work tasks if the work is unsafe or for which they have not received proper training. Employees must report all accidents, injuries, chemical exposures, chemical spills, security incidents and unsafe work conditions to their Supervisors, Plant Manager and/or Branch Manager immediately. A report of unsafe work conditions to Management may not result in disciplinary action against the employee. However, if any employee fails to report accidents, injuries, exposures, security incidents, chemical spills and/or unsafe work conditions, Management is to ensure the employee is retrained to understand the seriousness of this requirement, and disciplined as required for failure to follow reporting policies (which are explained to employees at hire and once per calendar year).

Employee recommendations to improve safety and health conditions in the workplace will be given thorough consideration by our Management team. Plant employees may inform their Managers, or call the Human Resources Department at 305-888-2623, extension 0124. Drivers may utilize the PeopleNet system to send a direct message to Management regarding safety concerns. Management will give top priority to recommendations to correct unsafe conditions in the facilities.

Workplace policies and procedures as well as hazardous communication will be provided to all employees at an accessible location in the facility, either in written or electronic format. Employees may also request to Management to review this documentation if not readily available. Management encourages each employee to read and review these policies, procedures and the Hazardous Communication Plan to gain a better understanding of the chemicals they handle as well as workplace procedures and policies.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3676-4F68-9CE1-197834C5B6EC

700.2.2 Management Safety Responsibilities

The primary responsibility for the coordination, implementation and maintenance of the AUC's Safety Program has been assigned to the Operations Department.

The Regulatory Affairs Manager is charged with direct oversite of these programs, except for those related to waste disposal, environmental permitting and permit reporting as well as accident reporting of any kind. Additional responsibilities and issues include regulatory monitoring of safety and health (OSHA regulations, best practices, etc.) and Management of the Process Safety Management, Risk Management, Emergency Preparedness, Hazardous Communication and Respiratory Protection Program. The Manager oversees the company training program as well as writing of policies and procedures. He or she is the primary designated Responsible Distribution Code Coordinator.

The Risk Management Specialist is responsible for the company training program and accident reporting and investigation program, including all vehicle, employee, contractor, security and chemical release accidents/incidents as well as follow-up notifications to the US DOT, US DHS and US EPA (including State Emergency Response Commission and Local Emergency Planning Council). The Specialist is also the primary administrator and caretaker of the company database system for training and accidents, including the one of the lead investigators to all accident reports as well as the development of policies and procedures, training and more to aide in the prevention of accidents and incidents. Additional responsibility is to ensure the Confine Space Program, Hazardous Energy Program, Electrical, Aerial Lift and other safety programs are properly implemented, with proper tools available for the job task to promote safe work. He or she is the Administrator of the Hazardous Communication Plan, responsibilities include advising the facilities on the plan requirements, managing the proper implementation at each facility location, and to maintain or oversee the maintenance of the company as well as facility Safety Data Sheets. He or she is a designated Responsible Distribution Code Coordinator.

The Driver Safety Compliance Manager is responsible for ensuring through training and assessments or reviews, the company's drivers understand and adhere to rules, policies and procedures and are safely operating their equipment.

The Branch Manager, under the supervision of the Regional Operations Managers and the Vice President of Operations, and his or her designees are responsible for safety at the Branch level. Responsibilities include, but are not limited to:

- Employee orientation and training, including employee identification badges (and TWIC and TSDB where required);
- Visitor and contractor orientation and safety;
- Safety and security signs posted and legible;
- Proper posting of permits and other required documents;
- Communication and enforcement of safety and operational policies and procedures;
- Branch maintenance, including the maintenance of various operational equipment and proper housekeeping as well as perimeter and inner perimeter security physical security measures;

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3676-4F68-9CE1-197834C5B6EC

- Emergency preparedness, including upkeep of emergency response plans, emergency contact lists, the readiness of emergency equipment and training for emergency and first aid responders;
- Conducting an accident investigation for all occupational, vehicle, security and chemical accidents;
- Upkeep of the Days Without An Accident White Board so that it accurately records the number of days since the last submitted First Notice if Injury Report, and
- Site security, including roles identified in the security plan.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3676-4F68-9CE1-197834C5B6EC

EXHIBIT C

Insurance Requirements

A. The Vendor must maintain during the term of this Contract, insurance with a company or companies authorized to do business in the State of Florida in the following kinds and amounts.

B. The amounts and types of insurance shall be appropriate for the services being performed by the Vendor, its employees, or agents and must conform to the following minimum requirements:

1. Workers Compensation. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
   a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
   b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

2. Commercial or Comprehensive General Liability. Coverage must include:
   a. $1,000,000.00 combined limit per occurrence for bodily injury, personal injury, and property damage.
   b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent Vendor's coverage.
   c. Additional Insured. Authority is to be specifically included as an additional insured.
   d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
   a. $1,000,000.00 combined single limit per accident for bodily injury and property damage.
   b. Owned Vehicle.
   c. Hired and Non-Owned Vehicles.
   d. Employee Non-Ownership.
   e. Additional Insured. Authority is to be specifically included as additional insured.
   f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3676-4F68-9CE1-197834C5B6EC

C. Vendor must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified herein prior to execution of this Contract. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Contract.

D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Vendor shall provide the Authority with financial information concerning any self-insurance fund insuring Vendor. At the Authority's option, Self-Insurance Fund financial information may be waived.

E. All the policies of insurance so required of Vendor, except workers compensation, shall be endorsed to include as additional insureds: The Authority, its directors, officers, employees, and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Vendor shall be considered primary, and all other insurance shall be considered excess. The cross-liability clause does not increase the limits of liability or aggregate limits of the policy.

F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Vendor is responsible for the amount of any deductibles or self-insured retentions.

G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Vendor hereunder. Vendor acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in herein is sufficient or adequate to protect Vendor's interests or liabilities but are merely minimums.

H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Vendor by certified mail. Vendor shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal, or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Vendor may be observing the correction, removal, or replacement of defective work.

J. Vendor shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Vendor.

K. All policies, except for workers' compensation, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its Vendors, directors, officers, employees, representatives, or agents.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3676-4F68-9CE1-197834C5B6EC

Nothing contained in these insurance requirements is to be construed as limiting the liability of Vendor or Vendor's insurance carriers.

L. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Vendor's obligations under the Contract, including any indemnity or hold harmless provision.

M. Vendor shall require each of its subcontractors, suppliers, and other persons or organizations working for Vendor to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Vendor in the Contract unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Vendor shall be responsible for ensuring all of its subcontractors, suppliers, and other persons or organizations working for Vendor in connection with the Project comply with all of the insurance requirements contained herein relative to each such party. The Vendor must obtain certificates of insurance from any subcontractor otherwise the Vendor must provide evidence satisfactory to the Authority that coverage is afforded to the subcontractor or by the Vendor's insurance policies.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3676-4F68-9CE1-197834C5B6EC

ALLIUNI-01 SSIMEON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sandy Simeon	
Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	PHONE (A/C, No, Ext): (800) 845-8437	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nautilus Insurance Company	17370
INSURED	INSURER B : Great Divide Insurance Company	25224
Allied Universal Corp. 3901 NW 115 Avenue Miami, FL 33178	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	X CLAIMS-MADE ☐ OCCUR	X		GLP202370317	8/31/2024	8/31/2025	EACH OCCURRENCE	$ 1,000,000
	X Retro Date 1/12/1988						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 25,000
	☐ POLICY ☐ PRO-JECT X LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		BAP202370417	8/31/2024	8/31/2025	BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	☐ UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 9,000,000
	X EXCESS LIAB ☐ CLAIMS-MADE	X		FFX202370617	8/31/2024	8/31/2025	AGGREGATE	$ 9,000,000
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Poll Liab Claim Made			SSP202370517	8/31/2024	8/31/2025	Ech Poll Condition	1,000,000
A	Poll Retro 8/21/95			SSP202370517	8/31/2024	8/31/2025	Total Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Peace River Manasota Regional Water Supply Authority, its directors, officers, employees and agents are included as additional insured with respect to general liability and auto liability on a primary and non-contributory basis when required by written contract. 30 day notice of cancellation subject to policy terms and conditions.

CERTIFICATE HOLDER

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202

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

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ivy Risk Strategies, LLC 501 E Las Olas Blvd. Ste 300 Fort Lauderdale FL 33301 License#: L114976	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 754-247-3000 **FAX (A/C, No):** **E-MAIL ADDRESS:** lisa@ivyrisk.com
INSURED Allied Universal Corporation 3901 NW 115th Ave Doral FL 33178-1859 ALLIUNI-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** GRANITE STATE INS CO — 23809 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 78160676 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			039-32-6857	6/30/2024	6/30/2025	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract Number: 18098

CERTIFICATE HOLDER

Palm Beach County
Insurance Compliance
PO Box 100085 - DX
Duluth GA 30096

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3678-4F68-9CE1-197834C5B6EC

EXHIBIT D

BID FORM PROVIDED BY VENDOR

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3676-4F68-9CE1-197834C5B6EC

Part B – Forms bidder must provide with its bid

2025 Bid Form

WATER TREATMENT CHEMICALS (3 pages)

Bidder's contact person for this bid.

NAME: Cristhianne Munguia

TITLE: Bid Coordinator

COMPANY: Allied Universal Corporation

ADDRESS: 3901 NW 115 Avenue

CITY, STATE, ZIP: Miami, FL 33178

TELEPHONE: 305-888-2623 FAX: _____

EMAIL: Bids@allieduniversal.com

STREET ADDRESS IF DIFFERENT FROM ABOVE:

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

This bid will remain firm for a period of 60 days from the date it is submitted or for such longer period of time that bidder may agree to in writing upon request of the Authority. If a contract is awarded, the bid price will remain firm throughout the full term of the contract and will not be subject to increase for any reason whatsoever except as expressly provided in the contract.

Bidder declares that the only persons or parties interested in this bid proposal are those named herein, that this bid proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Authority, and that the bid proposal is made without any connection or collusion with any person submitting another bid for this solicitation. Bidder accepts and will comply with all of the terms and conditions of the Invitation to Bid including the Contract and the Technical Specifications provided in Exhibit A to the Contract.

Bidder agrees that any and all applicable federal, state, and local taxes that will be incurred by the Bidder are included in the bid. The Authority is tax exempt.

Bidders may submit a bid for one or more of the bid items. Each bid item will be awarded to the lowest responsive and responsible bidder for that bid item.

Bidder acknowledges receipt of the following Addenda and agrees that all addenda will be part of the

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3676-4F68-9CE1-197834C5B6EC

Contract.

Addendum Number	Addendum Date
Addendum 1	February 25, 2025

The following Bid Prices will be in effect for the full term of the Contract.

BID ITEM	DELIVERY METHOD	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE
Item No. 1 Aluminum Sulfate	Bulk Delivery	7,500	Dry Ton	$ NO BID
Item No. 2 19% Aqua Ammonia	Bulk Delivery	100,000	Gallon	$ NO BID
Item No. 3 Coagulant Aid (water treatment)	50 lb. Moisture Proof Bag	33,000	Pound	$ NO BID
Item No. 4 Coagulant Aid (sludge dewatering) See Note (1)	275-GallonTotes	100,000	Solution Pound	$ NO BID
Item No. 5 12% Sodium Hypochlorite	Bulk Delivery	750,000	Per Gallon	$1.64/gl

Note (1): All bidders for Item No. 4 Coagulant Aid - Sludge Dewatering shall submit a sample of the product bid of no less than one 5-gallon container of product solution. Product samples must be included with bid package.

Bidder will deliver all bid items within 5 working days from receipt of a request for delivery from the Authority.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3676-4F68-9CE1-19783405B6EC

The names of the principal officers of the corporation submitting this bid proposal, or of the partnership, or of all persons interested in this bid proposal as principals are printed below.

Jim Palmer	President/CEO
Cristhianne Munguia	Bid Coordinator

DATED this 4th day of March, 2025.

Bidder: Allied Universal Corporation

State of Incorporation or Formation: Florida

CORPORATE SEAL
IF APPLICABLE

By: _____
Signature

Cristhianne Munguia, Bid Coordinator
Print Name and Title

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB

Public Entity Crimes Statement

SWORN STATEMENT PURSUANT TO SECTION 287.133, FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Peace River Manasota Regional Water Supply Authority by Cristhianne Munguia, Bid Coordinator
(Print individual's name and title)
for Allied Universal Corporation
(Print name of entity submitting sworn statement)
whose business address is 3901 NW 115 Avenue., Miami, FL 33178

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-0776285
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; OR

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this March 4, 2025 by Cristhianne Munguia, Bid Coordinator of Allied Universal Corporation organized under the laws of the State of Florida, on behalf of the company, who is personally known to me or has produced personally known as identification.

_____
NOTARY PUBLIC-STATE OF FLORIDA

Name typed, printed, or stamped: Atabeira Piedra

My commission expires: 9/21/2028

ATABEIRA PIEDRA
Notary Public - State of Florida
Commission # HH 595386
My Comm. Expires Sep 21, 2028
Bonded through National Notary Assn.

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3670-4F66-9CE1-197834C5B6EC

ALLIED UNIVERSAL CORPORATION
Established 1954

Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

RESOLVED that Cristhianne Munguia, Bid Coordinator for Allied Universal Corporation, be authorized to sign and submit the Contract of this corporation for the following project:

Supply and Delivery of Sodium Hypochlorite to Peace River Manasota.

This bid or proposal shall include any other certificate of certification, which may be required by general municipal, state, or federal law(s). Such inclusion shall be the act and deed of this corporation, and for any inaccuracies or misstatements in such certificates or certifications this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 10th day of December 2024.

(Seal of Corporation)

Jim Palmer, President - CEO

8350 NW 93 Street
Miami, Florida 33166
AUC **Medley**- 305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC **Ft. Pierce**- 772-464-6195

9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 **Ft. Pierce** - 772-464-6195

2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2 **Manatee** - 941-803-4457

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC **Jacksonville**- 904-619-6180

30 Neil Gunn Drive
Ellisville, MS 39437
AUC **Ellisville** - 601-477-2550

204 SCM Road
Brunswick, GA 31525
AUC **Brunswick** - 912-267-9470

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3676-4F66-9CE1-197834C5B6EC

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2024 - 2025

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #6 Receipt #5000-00980030

Type of business 5000 MISC WHOLESALE (BLEACH MANUFACTURER & DISTRIBUTOR) Expires SEPTEMBER 30, 2025

DBA name

Business: Allied Universal Corp

Mailing address: Allied Universal Corporation
Attn: Vicky Vargas
3901 NW 115th Ave
Miami, FL 33178

Business location: 9501 Rangeline Rd
Port Saint Lucie, FL 34987
GOOD FOR THIS LOCATION ONLY

RENEWAL St Lucie County

Original tax:	$27.55			
Penalty:				
Collection cost:				
Total:	$27.55	Paid 07/16/2024	27.55	0000-20240716-073314

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shal be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Allied Universal Corporation
Attn: Vicky Vargas
3901 NW 115th Ave
Miami, FL 33178

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E3B5-3B7B-4F68-9CE1-197834C3B6EC

2025

LOCAL BUSINESS TAX RECEIPT

CITY OF DORAL, FLORIDA
8401 NW 53RD TERRACE
DORAL, FL 33166
(305) 593-6631

09/30/2024

LICENSE NO. 2021000426

License Fee Paid: $150.00

ALLIED UNIVERSAL CORP

ALLIED UNIVERSAL CORP

3901 NW 115 AVE
Doral, FL 33178-1859

FOR THE PERIOD COMMENCING OCTOBER 1 AND ENDING SEPTEMBER 30, THE ABOVE-NAMED BUSINESS IS LICENSED TO ENGAGE IN THE FOLLOWING BUSINESS FOR THE LICENSE YEAR:

WAREHOUSE/DISTRIBUTION CENTER

Square Footage:	10000	**Machines:**		**State License #:**	
No. of Seats/Tables:	0	**Employees:**	35		
No. of Units/Spaces:		**No. of Trucks:**			

CONDITIONS:

DORAL:

Kenia Palau
Chief Licensing Official

This Document Must Be Posted

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3678-4F68-9CE1-197834C5B6EC

State of Florida
Department of State

I certify from the records of this office that ALLIED UNIVERSAL CORP. is a corporation organized under the laws of the State of Florida, filed on January 31, 1955.

The document number of this corporation is 183054.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 15, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of January, 2025

Secretary of State

Tracking Number: 8894173573CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3678-4F66-9CE1-197834C5B6EC

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 183054

Entity Name: ALLIED UNIVERSAL CORP.

Current Principal Place of Business:

3901 NW 115TH AVENUE
MIAMI, FL 33178

Current Mailing Address:

3901 NW 115 AVENUE
MIAMI, FL 33178 US

FEI Number: 59-0776285

FILED
Jan 15, 2025
Secretary of State
8894173573CC

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

NAMOFF, ROBERT
3901 NW 115 AVENUE
MIAMI, FL 33178 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: ROBERT NAMOFF 01/15/2025
Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	CD	Title	PD
Name	NAMOFF, ROBERT	Name	PALMER, JAMES
Address	3901 NW 115TH AVENUE	Address	3901 NW 115TH AVENUE
City-State-Zip:	MIAMI FL 33178	City-State-Zip:	MIAMI FL 33178
Title	T	Title	VPD
Name	KOVEN, MICHAEL	Name	RUBIN, RONALD
Address	3901 NW 115TH AVENUE	Address	3901 NW 115TH AVENUE
City-State-Zip:	MIAMI FL 33178	City-State-Zip:	MIAMI FL 33178
Title	DIRECTOR, VP		
Name	NAMOFF, GREGORY		
Address	3901 NW 115TH AVENUE		
City-State-Zip:	MIAMI FL 33178		

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JAMES PALMER CEO 01/15/2025
Electronic Signature of Signing Officer/Director Detail — Date

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3670-4F66-9CE1-197834C5B6EC

Exhibit E

E-Verify Affidavit

Vendor provides this affidavit in accordance with Section 3.2.8 of the Authority's Procurement Policy.

Vendor states as follows:

1. As required by Section 448.095, Florida Statutes, Consultant has registered with and uses the U.S. Department of Homeland Security's E-Verify system, (www.e-verify.gov) to verify the work authorization status of all new employees.

2. Consultant will require all subcontractors and subconsultants performing work under this contract to a) use the E-Verify system for any new employees and b) provide consultant with an affidavit stating that the subcontractor or subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of the contract.

3. Consultant is and will remain in full compliance with Section 448.095, Florida Statutes for the duration of its contract with the Authority.

4. A true and correct copy of Consultant's proof of registration in the E-Verify system is attached to this Affidavit.

3/4/25
Signature Date

Cristhianne Munguia/Bid Coordinator
Print Name

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 4th day of March, 2025 by Cristhianne Munguia, Bid Coordinator (name of officer or agent, title of officer or agent) of Allied Universal Corporation (name of Consultant company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced personally known (type of identification) as identification.

Notary Public

ATABEIRA PIEDRA
Notary Public - State of Florida
Commission # HH 595386
My Comm. Expires Sep 21, 2028
Bonded through National Notary Assn.

Atabeira Piedra
Name typed, printed or stamped

My Commission Expires: 9/21/2028

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3676-4F68-9CE1-197834C5B6EC

E-Verify

Company ID Number: 122833

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Allied Universal Corporation
Company Facility Address	3901 NW 115 Avenue Miami, FL 33178
Company Alternate Address	3901 NW 115 Avenue Miami, FL 33178
County or Parish	MIAMI-DADE
Employer Identification Number	590776285
North American Industry Classification Systems Code	325
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	8 site(s)

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D7E56B-3676-4F68-9CE7-197834C5B6EC

E-Verify

Company ID Number: 122833

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1
FL	5
GA	1
MS	1

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3676-4F68-9CE1-19783405B6EC

Exhibit F

Affidavit Concerning Human Trafficking
Required by Section 787.06, Florida Statutes

Before me, the undersigned authority, personally appeared Cristhianne Munguia _____, whom after being duly sworn, deposes and states:

(Affiant)

1. My name is Cristhianne Munguia, Bid Coordinator and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with Allied Universal Corporation, a non-governmental entity. I am authorized to provide this affidavit on behalf of Allied Universal Corporation.

3. The non-governmental entity, Allied Universal Corporation, does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

March 4, 2025

(Affiant)

STATE OF FLORIDA
COUNTY OF Miami-Dade

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this March 4th, 2025 by Cristhianne Munguia on behalf of Allied Universal Corporation, who is personally known to me or has produced personally known as identification.

ATABEIRA PIEDRA
Notary Public - State of Florida
Commission # HH 595386
My Comm. Expires Sep 21, 2028
Bonded through National Notary Assn.

Notary Public

Name (Printed) Atabeira Piedra

My commission expires 9/21/2028.

(Printed typed or stamped Commissioned name of Notary Public)

Docusign Envelope ID: 5D9EEDAC-6224-44AF-9A65-E299A7854BDB
Docusign Envelope ID: A5D1E56B-3676-4F68-9CE1-197834C5B6EC

ALLIED UNIVERSAL CORPORATION
Established 1954

Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

April 30, 2025

City of Miramar
Natalie Richmond
Assistant Director of Procurement
2200 Civic Center Place
Miramar FL 33027
O: 954.602.3196
Email: narichmond@miramarfl.gov

Re: Bid# 2025-0-2025RK, Sodium Hypochlorite

Please use this letter as confirmation that Allied Universal Corporation is offering the City of Miramar a piggyback agreement on Peace River Manasota Regional Water Supply Authority, BID# 2025-0-2025RK for Sodium Hypochlorite, with pricing listed below.

Sodium Hypochlorite/Bulk	$1.64

Note this "piggyback" offer is only good from May 1, 2025 through April 30, 2026, during which the City of Miramar agrees to purchase from Allied all the City's Sodium Hypochlorite. If you agree with this offer along with the terms and conditions as stated on the original bid, and wish to be included in this Bid contract please signify by signing this letter and returning by May 5, 2025 via email to bids@Alliedуniversal.com

We appreciate your business and look forward to our continued working business relationship.

Very truly yours,

Allied Universal Corporation

J. Palmer, President/CEO

City of Miramar

Name:_____

Signature:_____

Title: _____

Date: _____

Cc: T. Koziatek, VP of Sales
R. Fernandez, AUC Regional Sales Manager
D. Stockdale, Sales Rep
C. Munguia, Bid Coordinator

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbc.gov/purchasing

Palm Beach County Board of County Commissioners
Maria G. Marino, Mayor
Sara Baxter, Vice Mayor
Gregg K. Weiss
Joel Flores
Marci Woodward
Maria Sachs
Bobby Powell, Jr.

County Administrator
Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

printed on sustainable and recycled paper

Form L

December 10, 2024

Amaya Solutions, Inc.
Dba American Water Chemicals
1802 Corporate Center Ln
Plant City, FL 33563

TERM CONTRACT #22021C

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for ANTI-SCALANT INHIBITOR, PURCHASE AND DELIVERY OF based on:

[X] RENEWAL OF CONTRACT based on SOLICITATION #22-021/MB in accordance with all original terms, conditions, specifications and prices with no deviation.

The term of this contract is 12/20/2024 through 12/19/2025, and has an estimated dollar value of $307,000.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY030305000000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Jonathan Silva at JSilva@pbc.gov or (561) 616-6808.

Sincerely,

Melody Thelwell
Director

c: Vernetha Green, Water Utilities
File

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbcgov.com/purchasing

Palm Beach County Board of County Commissioners

Gregg K. Weiss, Mayor
Maria Sachs, Vice Mayor
Maria G. Marino
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

printed on sustainable and recycled paper

Form L

November 21, 2023

Amaya Solutions, Inc.
dba American Water Chemicals
Tony de Almeida, Operations Manager
1802 Corporate Center Lane
Plant City, FL 33563

TERM CONTRACT # 22021B

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for ANTI-SCALANT INHIBITOR, AWC A-102 PLUS based on:

[X] RENEWAL OF CONTRACT based on SOLICITATION # 22-021/MB in accordance with all original terms, conditions, specifications and prices with no deviation.

The term of this contract is 12/20/2023 through 12/19/2024 and has an estimated dollar value of $307,000.00.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY030305000000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Marva Brown at mbrown@pbcgov.org or 561-616-6815

Sincerely,

Melody Thelwell
Director

c: Vernetha Green, Water Utilities
File

WTP #9/#11/#3 @ $1.10/#

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbcgov.com/purchasing

Palm Beach County Board of County Commissioners

Gregg K. Weiss, Mayor
Maria Sachs, Vice Mayor
Maria G. Marino
Dave Kerner
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

printed on sustainable and recycled paper

Form L

December 6, 2022

Amaya Solutions, Inc.
dba American Water Chemicals
Tony de Almeida, Operations Manager
1802 Corporate Center Lane
Plant City, FL 33563

TERM CONTRACT # 22021A

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for Anti-Scalant Inhibitor based on:

[X] RENEWAL OF CONTRACT based on SOLICITATION # 22-021/MB in accordance with all original terms, conditions, specifications and prices with no deviation.

[X] OTHER: Item #1, #2 and #3

The term of this contract is 12/20/2022 through 12/19/2023 and has an estimated dollar value of $307,000.00.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY030305000000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Marva Brown at mbrown@pbcgov.org or (561) 616-6815.

Sincerely,

Melody Thelwell
Director

c: Vernetha Green, Water Utilities
File

Proposal For
Palm Beach County BOCC
Anti-Scalant Inhibitor, Purchase and Delivery of Term Contract
IFB #22-021/MB

By

Amaya Solutions, Inc.
American Water Chemicals
1802 Corporate Center Lane
Plant City, FL 33563
Contact: Breanna Clark
Tel: 813-246-5448

Bid Submission Date: December 2, 2021
Time: 4:00 p.m.

Table of Contents

Section 1..... Bid Package:
- Bid Response
- Certification of Business Location
- Drug Free Workplace Certification
- OEBO Schedules 1 -4 – (not applicable)

Section 2..... Product Data Sheet
- Safety Data Sheet
- NSF listing

Section 3..... Sample Certificate of Insurance
- ISO Certification
- Proof of Signature Authority

Board of County Commissioners

Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator

Verdenia C. Baker

Purchasing Department
www.pbcgov.org/purchasing

BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
IFB #22-021/MB

ANTI-SCALANT INHIBITOR, PURCHASE AND DELIVERY OF, TERM CONTRACT

BID SUBMISSION DATE: DECEMBER 2, 2021 AT 4:00 P.M.

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department at (561) 616-6800.

BIDDERS SHALL PROVIDE A RESPONSE IN A SEALED PACKAGE OR CONTAINER SIGNED BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.

Protests can be accepted only during the five (5) business day posting period.

C A U T I O N

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If bidder intends to use subcontractors, bidder must also ensure that all subcontractors are registered as vendors in VSS. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. County will not finalize a contract award until the County has verified that the contractor and all of its subcontractors are registered in VSS. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our VSS system. It is the vendor's sole responsibility to routinely check our VSS system for any amendments that may have been issued prior to the deadline for receipt of bids.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from our VSS system or obtained directly from the Purchasing Department.

**In accordance with the provisions of ADA,
this document may be requested in an alternate format.**

50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199

BOARD OF COUNTY COMMISSIONERS
Palm Beach County
INVITATION FOR BID

IFB #22-021/MB	**IFB TITLE: Anti-Scalant Inhibitor, Purchase and Delivery of, Term Contract**	
PURCHASING DEPARTMENT CONTACT: Marva Brown, Senior Buyer		**TELEPHONE NO.: (561) 616-6815**
FAX NO.: (561) 242-6715	**E-MAIL ADDRESS: mbrown@pbcgov.org**	

All bid responses must be received on or before December 2, 2021, prior to 4:00 p.m., Palm Beach County local time. **SUBMIT BID TO**: Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and / or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the purpose and intent of this solicitation to secure bids for item(s) and / or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this Invitation for Bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response prior to the published bid submission time. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The County's performance and obligation to pay under the contract is contingent upon an annual appropriation by the Board of County Commissioners ("Board") for subsequent fiscal years.

2. LEGAL REQUIREMENTS

a. **COMPLIANCE WITH LAWS AND CODES**: Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA, and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

Any toxic substance provided to the County as a result of this solicitation or resultant contract shall be accompanied by its Safety Data Sheet (SDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

b. **COMMERCIAL NON-DISCRIMINATION**:

Item 1: Bidder's Representations and Agreement.

The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Bidder shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, subconsultants vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Bidder understands and agrees that a material violation of this clause shall be considered a material breach of contract and may result in termination of the contract, disqualification or debarment of the Bidder from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

Item 2: Bidder's Agreement to Apply to Subcontracts

The bidder covenants and agrees to include the commercial non-discrimination clause in all subcontractor agreements.

c. **DISCRIMINATION PROHIBITED**: Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the successful bidder warrants and represents that throughout the term of the contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered a default of contract.

d. **INDEPENDENT CONTRACTOR RELATIONSHIP**: The successful bidder is, and shall be, in the performance of all work, services, and activities under the Contract, an Independent Contractor and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to the Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the County shall be that of an Independent Contractor and not as employees or agents of the County.

e. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE**: Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as amended. In October 2013, compliance with the requirements of the U. S. Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The bidder is solely responsible for understanding the financial, schedule, and / or staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE / FBI fees that shall be paid by the County.

f. **PUBLIC ENTITY CRIMES**: F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

g. **NON-COLLUSION**: Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and / or debarment or suspension from doing business with Palm Beach County.

h. **LOBBYING**: Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date / time of the deadline for submission of the bid, and terminates at the time that the Board or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication, i.e., facsimile, e-mail or U.S. mail.

Violations of the "Cone of Silence" are punishable by a fine of $250.00 per violation.

i. **CONFLICT OF INTEREST**: All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.

j. **SUCCESSORS AND ASSIGNS**: The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of the Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in the Contract without the prior written consent of the other.

k. **INDEMNIFICATION**: Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and / or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and / or resultant contract.

l. **PUBLIC RECORDS, ACCESS AND AUDITS**: The bidder agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the bidder's services or authorized by the County as a reimbursable expense, whether generated directly by the bidder, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the County or the bidder, and wherever located shall be the property of the County.

Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential. All submitted information that the responding bidder believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The County shall have the right to request and review bidder's books and records to verify bidder's compliance with the Contract, adherence to the Equal Business Opportunity ("EBO") Program and its bid. The County shall have the right to interview subcontractors, and workers at the work site to determine Contract compliance. The bidder shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. Bidder shall retain all books and records pertaining to the contract, including, but not limited to, subcontractor payment records, for five (5) years after project completion date. The County and the Palm Beach County Inspector General shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years. .

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Bidder: **(i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2), F.S.**, the Bidder shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Bidder is specifically required to:

1. Keep and maintain public records required by the County to perform services provided under the Contract.
2. Upon request from the County's Custodian of Public Records ("County's Custodian") or County's representative/liaison, on behalf of the County's Custodian, provide the 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 or as otherwise provided by law. The Bidder further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
3. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Bidder does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the County.
4. Upon completion of the Contract, the Bidder shall transfer, at no cost to the County, all public records in possession of the Bidder unless notified by County's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records required by the County to perform the service. If the Bidder transfers all public records to the County upon completion of the Contract, the Bidder shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the Contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically by the Bidder must be provided to the County, upon request of the County's Custodian or the County's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of County, at no cost to County.

Bidder acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the Bidder to comply with the requirements of this Section, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of the Contract. County shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

m. **INCORPORATION, PRECEDENCE, JURISDICTION, GOVERNING LAW**: This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the award or the resultant contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

n. **LEGAL EXPENSES**: The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the contract, or from any other matter generated by or relating to the contract.

o. **NO THIRD PARTY BENEFICIARIES**: No provision of the Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to the Contract, including but not limited to any citizen or employees of the County and / or successful bidder.

p. **SCRUTINIZED COMPANIES**

1. **SCRUTINIZED COMPANIES:**

As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance hereof, the Bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Bidder is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the resulting Contract from this Invitation for Bid may be terminated at the option of the County.

2. **SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN $1 MILLION)**:

As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance hereof, the Bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Bidder, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of the Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

3. **BID SUBMISSION**

a. **SUBMISSION OF RESPONSES**: **All bid responses must be submitted on the provided Invitation for Bid "Response" Form.** Bid responses on vendor letterhead / quotation forms shall not be accepted. **Responses must be typewritten, written in ink or a photocopy** and must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.

b. **CERTIFICATIONS, LICENSES AND PERMITS**: Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete the contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

c. **S/M/WBE - EBO REQUIREMENTS**

Please note that all forms related to the EBO Program, including waiver forms and good faith effort documentation can be found at:
http://discover.pbcgov.org/oebo/Pages/Documents.aspx

Item 1 – Policy
It is the policy of the Board that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the County's requirements for the EBO Program, and which is incorporated in this solicitation. The provisions of the EBO Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Item 2 – Waiver of Affirmative Procurement Initiatives (APIs) Requirements
In accordance with the EBO Ordinance, the Affirmative Procurement Initiatives (APIs) have been waived for this solicitation. However, if any Bidder intends to utilize any subcontractors/subconsultants as part of their response to this solicitation, the applicable OEBO Schedules must be submitted with their response for compliance tracking purposes.

Item 3 – Bid Submission Documentation
S/M/WBE bidders, bidding as prime contractors or consultants, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by **all** subcontractor or subconsultant, including S/M/WBE subcontractors and subconsultants. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the - S/M/WBE goal. This requirement applies even if the S/M/WBE bidder intends to perform 100% of the work with their own workforce S/M/WBE subcontractor/subconsultant documentation. If applicable, shall be submitted as follows:

Schedule 1 - List of Proposed Subcontractors/ Subconsultants
A completed Schedule 1 submitted by the prime shall list the names of all subcontractors/subconsultants intended to be used in performance of the contract, if awarded. The total proposed percentage of S/M/WBE participation shall also be included on this form. This schedule shall also be used if an S/M/WBE Prime Contractor/consultant is performing all or any portion of the contract with their work force.

Schedule 2 - Letter of Intent
A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a subcontractor/subconsultant (or any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. Each Schedule 2 shall be properly executed by the Prime Contractor/consultant and by the proposed subcontractor/subconsultant. If the Prime Contractor/consultant is an S/M/WBE, a Schedule 2 shall be submitted to document work to be performed by its workforce. All S/M/WBE(s) shall specify, in detail, the type of work they will perform along with the dollar amount they will be compensated and/or percentage of work they will perform. If any subcontractor/subconsultant intends to subcontract any portion of their work, they are required to list the dollar amount and the name of the subcontractor/subconsultant on this form. All named subcontractors/subconsultants on this form must also complete and submit a separate Schedule 2. The Prime may count toward its S/M/WBE goal second and third tiered certified S/M/WBE(s); provided that the Prime Contractor/consultant submits a completed Schedule 2 form for each S/M/WBE.

A detailed quote or proposal may be attached with a signed Schedule 2.

Failure to submit a properly executed Schedule 1 and Schedule 2 will result in no S/M/WBE consideration given.

In the event of a conflict between Schedules 1 and 2 when calculating S/M/WBE participation, the information provided on Schedule 2 shall have precedence.

In the event of mathematical error(s), the unit price, if available, shall prevail and the vendor's total offer shall be corrected accordingly. If the County's issuance of an alternate or change order on a project results in changes in the scope of work to be performed by a subcontractor/subconsultant listed at the time of bid submission, the Prime must submit a, completed and properly executed Schedule 2 that specifies the revised scope of work to be performed by the subcontractor/subconsultant, along with the price and /or percentage.

Item 4 – S/M/WBE Certification
Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established S/M/WBE goals. Upon receipt of a completed application, **IT TAKES UP TO NINETY (90) BUSINESS DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the online Vendor Directory at www.pbcgov.org/oebo to verify S/M/WBE certification status. Firms must continue to recertify during the life of the contract as the County may only count toward the established goal, work performed by an S/M/WBE during the time their certification dates are valid.

Item 5 – Responsibilities After Contract Award

Schedule 3 – Subcontractor Activity Form
The Prime Contractor shall submit a completed Activity Report form (Schedule 3) with each invoice, or payment application when any subcontractor/subconsultant has provided services during the period in which the Prime is requesting payment. This form shall contain the names of all subcontractors/subconsultants, and specify the contracted

dollar amount, approved change orders; revised contract amount; amount drawn this period; amount drawn to date; and payments to date issued to all subcontractors with their starting date.

Schedule 4 – Payment Certification Form
A fully executed Schedule 4 shall be submitted for each subcontractor/subconsultant after receipt of payment from the Prime Contractor/consultant. The Prime Contractor/consultant shall submit this form with each payment application or invoice submitted to the County when the County has paid the Prime Contractor/consultant on the previous payment application for services provided by a subcontractor/subconsultant. If any subcontractor/subconsultant intends to disburse funds associated with this payment to another subcontractor/subconsultant for labor provided on the contract, the amount and name of the subcontractor/subconsultant shall be listed on this form. All named subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime Contractor/consultant is a certified S/M/WBE, a Schedule 4 shall be submitted to reflect the amount of payment retained by the Prime Contractor/consultant for services performed by its own workforce.

All bidders hereby agree and assure that they will meet the S/M/WBE participation percentages submitted in their respective bids with the subcontractors/subconsultants contained on Schedules 1 and 2 and at the dollar values specified. Respondents or bidders agree to provide any additional information requested by the County to substantiate participation.

Upon letter notification by the County that the EBO payment portal/tracking system is available for use, the Bidder is required to input all subcontractor/subconsultant payment information directly into the EBO payment portal prior to submitting a payment application.

Item 6 – S/M/WBE Substitutions
After contract award, the Prime Contractor/consultant will only be permitted to substitute a certified S/M/WBE that is unwilling or unable to perform. The Prime Contractor/consultant will only be permitted to modify the scope of work or price of an S/M/WBE listed at bid opening or date/time for submission of the response to the solicitation as a result of the County's issuance of an amendment, alternate or change orders on a project. Substitutions shall be done with like certified S/M/WBEs in order to maintain the participation percentages submitted with the bid or proposal.

All requests for modifications or substitutions shall be submitted to the County and the Office of EBO on the EBO Request for S/M/WBE Substitution Modification Removal Form for review. Upon receiving an approval for substitution, the Prime Contractor/consultant shall submit a completed and signed Schedule 2 for the new S/M/WBE; the new S/M/WBE shall specify the type of work to be performed, and the dollar amount and/or percentage shall also be specified upon receiving approval for modification or substitution.

The Prime Contractor/consultant shall submit a new properly executed Schedule 2 that specifies the revised scope of work to be performed by the S/M/WBE, along with the revised dollar amount and/or percentage. A detailed quote or proposal may be attached with a properly executed Schedule 2.

Item 7 – EBO Program Compliance - Penalties
Under the EBO Ordinance, the OEBO is required to implement and monitor S/M/WBE utilization during the term of any contract resulting from this solicitation. It is the County's policy that S/M/WBEs shall have the maximum feasible opportunity to participate in the performance of County contracts. All Bidders are required to comply with the EBO Ordinance and shall be expected to comply with the API(s) applicable to this solicitation, as well as the S/M/WBE utilization proposed by a Bidder in its Bid, which utilization plan forms a part of any resulting Contract. The Director of the OEBO or designee may require such reports, information, and documentation from the Bidder/Vendor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Vendor shall correct all noncompliance issues within fifteen (15) calendar days of a written notice of noncompliance by the department procuring the goods or services or the OEBO. If the Bidder does not resolve the non-compliance within fifteen (15) days of receipt of written notice of non-compliance,, then upon recommendation of sanctions by the Director of EBO or designee in consultation with the County regarding the failure of a contractor, vendor, respondent or bidder or other business representative to comply with any portion of the EBO Ordinance, the Director of the EBO or designee (for purposes of imposing penalties, the Purchasing Director shall serve as the EBO designee) may impose any or all of the following penalties on the non-complying party any or all of the following penalties:

a. Suspension of contract;
b. Withholding of funds;
c. Termination of contract based upon a material breach of contract pertaining to EBO Program compliance;
d. Suspension or Debarment of a respondent or bidder, contractor or other business entity from eligibility for providing goods or services to the County for a period not to exceed three (3) years; and
e. Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.

d. LOCAL PREFERENCE ORDINANCE: In accordance with the Palm Beach County Local Preference Ordinance, a preference may be given to (1) bidders having a permanent place of business in Palm Beach County or (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.

1. Glades Local Preference: Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.
2. Local Preference: Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local business; all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.
3. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation / Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased.
4. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation / Invitation for Bid. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County Business Tax

Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder / proposer to not receive a local preference.

e. **DRUG FREE WORKPLACE CERTIFICATION**: In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.

f. **CONDITIONED OFFERS**: Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

g. **PRICING**:

1. Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
2. The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
3. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
4. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid submission to allow for evaluation and award.
5. Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term.
6. In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED BY THE BIDDER PRIOR TO BID SUBMISSION; HOWEVER, IF THE CORRECTION IS NOT PROPERLY INITIALED, BUT THE INTENT OR LEGIBILITY OF THE CORRECTION IS CLEAR, THE BID SHALL NOT BE REJECTED.**
7. Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.

h. **SUBMITTING NO BID or NO CHARGE**: Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid". If some items are to be offered at no charge, bidders should mark those items as "no charge". Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly.

i. **ACCEPTANCE / REJECTION OF BIDS**: Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

j. **NON-EXCLUSIVE**: The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.

k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES**: Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

l. **PERFORMANCE DURING EMERGENCY**: By submitting a bid, bidder agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, Palm Beach County shall be given "first priority" for all goods and services under the contract. Bidder agrees to provide all goods and services to Palm Beach County immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County. Failure to provide the goods or services to the County on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of contract and subject the bidder to sanctions from doing further business with the County.

m. **SALES PROMOTIONS / PRICE REDUCTIONS / MOST FAVORED CUSTOMER**: Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County. Additionally, any time after award, the successful bidder may offer a reduced price which shall remain in effect for the duration of the contract. The successful bidder warrants that the price(s) shall not exceed the successful bidder's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the successful bidder offers more favorable pricing to one of its customer(s), the successful bidder shall extend to the County the same pricing or the then current market price, whichever is lower.

n. **BIDDER'S COMMERCIAL NON-DISCRIMINATION CERTIFICATION:** In accordance with Palm Beach County Code Section 2-80.24, the undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the

basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the bid submitted by the bidder for this Solicitation, and to terminate any contract awarded based on the response.

At the time of bid submission, the bidder shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the bidder discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

Bidder shall indicate its agreement to the foregoing by signing the Bid Response Page.

Bidder's failure to meet these requirements shall render its bid response non-responsive.

4. **BID SUBMISSION TIME / AWARD OF BID**

a. **OBSERVING THE PUBLISHED BID SUBMISSION TIME**: The published bid submission time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid submission time. Any bid delivered after the precise published time of bid submission shall not be considered. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid submission time.

b. **POSTING OF AWARD RECOMMENDATION**: Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at www.pbcgov.org/purchasing prior to final approval, and shall remain posted for a period of five (5) business days. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.

c. **PROTEST PROCEDURE**: Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to (561) 242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file a protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

5. **CONTRACT ADMINISTRATION**

a. **DELIVERY AND ACCEPTANCE**: Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

b. **FEDERAL AND STATE TAX**: Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials. Any sales tax paid by successful bidders to their suppliers for materials to fulfill contractual obligations with the County are not reimbursable by the County to the successful bidder.

c. **PAYMENT**: In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the successful bidder's bid; must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at **https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService**.

Successful bidders **shall** send **ALL ORIGINAL** invoices to the following address and **may** send copies of invoices to the Palm Beach County Department requesting the goods/ services. Invoices submitted on carbon paper shall not be accepted.

PALM BEACH COUNTY
FINANCE DEPT.
P.O. BOX 4036
WEST PALM BEACH, FL 33402-4036

Payment shall be made by the County after goods / services have been received, accepted and properly invoiced as indicated in the contract and / or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.

Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's Office. For information, contact the Palm Beach County Clerk & Comptroller at pbcpaymentmgr@mypalmbeachclerk.com.

d. **CHANGES**: The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board.

e. **DEFAULT**: The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates the contract in whole or in part because of default of the successful bidder, the County may procure goods and / or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action. If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes

beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience".

f. **TERMINATION FOR CONVENIENCE**: The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and / or subcontracts related to the terminated work.

g. **REMEDIES**: No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

6. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS**: Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

7. **BUSINESS INFORMATION**: If bidder is a Joint Venture for the goods / services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

8. **E-VERIFY – EMPLOYMENT ELIGIBILITY**: Bidder warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of bidder's subconsultants performing the duties and obligations of the contract are registered with the EVerify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Bidder shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Bidder shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of the contract which requires a longer retention period.

County shall terminate the contract if it has a good faith belief that bidder has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that bidder's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify bidder to terminate its contract with the subconsultant and bidder shall immediately terminate its contract with the subconsultant. If County terminates the contract pursuant to the above, bidder shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which the contract was terminated. In the event of such contract termination, bidder shall also be liable for any additional costs incurred by County as a result of the termination.

THIS IS THE END OF "GENERAL CONDITIONS"

SPECIAL CONDITIONS

9. GENERAL / SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

10. AWARD (ITEM-BY-ITEM)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an item-by-item basis, subject to the S/M/WBE provisions and Local Preference provisions specified herein, as applicable. The County reserves the right to reject bids which would result in an award which is financially disadvantageous to the County. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than $1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity.

11. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twelve (12) months or until the estimated amount is expended, at the discretion of the County. The County will order on an as needed basis.

12. F.O.B. POINT

The F.O.B. point shall be destination. Exact delivery point will be indicated on the term contract delivery order (DO). Bid responses showing other than F.O.B. destination shall be rejected. Bidder retains title and assumes all transportation charges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

13. DELIVERY

Delivery shall be required within five (5) calendar days after receipt of term contract delivery order (DO) unless a modified delivery date has been requested by the successful bidder and approved in writing by the Purchasing Director or his/her designee. Failure of the successful bidder to perform to the delivery requirement is sufficient cause for default and termination of the contract.

14. SAMPLES (UPON REQUEST)

Bidders shall provide, without cost to the County, samples of requested items. Samples may be used in addition to documentation provided by a bidder to show compliance to technical specifications. Upon request, the County will return undestroyed samples to the unsuccessful bidders, at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and IFB item reference. Requests for return of samples must be received with the sample and shall include return instructions with shipping authorization and name of carrier. If these instructions are not received, the commodities shall be disposed of by Palm Beach County at its discretion.

15. AS SPECIFIED

A term contract delivery order (DO) will be issued to the successful bidder with the understanding that all items delivered must meet the specifications herein. Palm Beach County will return, at the expense of the successful bidder, items not delivered as specified.

At the option of Palm Beach County, item(s) from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. Bidders shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.

16. QUANTITY

The quantities shown are estimated. Palm Beach County reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. Unless stipulated otherwise, Palm Beach County will accept NO minimum order requirements. Additionally, bidders are cautioned to bid in accordance with the unit specified on the bid response page.

17. ADDITION / DELETION OF DELIVERY LOCATIONS

Palm Beach County reserves the right to add or delete delivery locations (including locations within the Glades) during the term of the contract, including renewals, at its sole discretion. The price for additional locations will be based on the unit price per pound for full tanker load and the unit price per pound for 275 gallon tote offered on the Bid Response page(s). Additional sites may be subject to renewal options.

18. RENEWAL OPTION

The successful bidder shall be awarded a contract for twelve (12) months with the option to renew for four (4) additional twelve (12) month period(s). The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. The unit prices bid shall apply for the initial term and each renewal period. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if the successful bidder is suspended by the Purchasing Department prior to the commencement of the renewal period.

19. PACKAGING / SHIPPING LABELS

Each carton, case, and/or package delivered as a result of this bid shall include a shipping label and packing slip. Each shipping label shall specify the Purchase Order number, and the carton/case/package number per total number of cartons/cases/packages shipped for the order. Each packing slip (and all required copies) shall specify the successful bidders name, part number, part description, and the quantity for each part delivered. Parts delivered in the originalmanufacturer's cartons/cases/packages are acceptable, and each carton/case/package shall be labeled or marked with specific information including but not limited to manufacturer's name, part number, product type and style, brand name, size, weight, dimensions, compositional materials, and carton/case/package quantity.

20. INSURANCE REQUIRED

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, unless otherwise directed by the County. Subsequently, the successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to Palm Beach County Purchasing Department, prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than $500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Business Auto Liability Insurance. Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than $500,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the bidder indicating either the bidder does not own any vehicles, and if vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Workers' Compensation and Employer's Liability Insurance. Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request). Failure to provide required insurance shall render your bid non responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners c/o Purchasing Department,
50 South Military Trail, Suite 110, West Palm Beach, FL 33415.

It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract.
All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

Bidder shall agree that all insurance coverage required herein shall be provided by Bidder to County on a primary basis.

SPECIFICATIONS
IFB # 22-021/MB

ANTI-SCALANT INHIBITOR, PURCHASE AND DELIVERY OF, TERM CONTRACT

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed pricing and establish a term contract for the purchase and delivery of Anti-scalant Inhibitor for Palm Beach County.

GENERAL

The manufacturer listed herein is the only product/manufacturer acceptable in accordance with the Palm Beach County Water Utilities, Minimum Construction Standards effective January 2017, or current version.

APPROVED PRODUCT / MANUFACTURER

WT83 Scales Inhibitor with Fluorescing Tracer.

1. American Water Chemicals (AWC) AWCA A-102 Plus

COUNTY'S RESPONSIBILITIES

The County shall:

1. Order product on an as needed basis.
2. Have plant superintendent sign receipt to acknowledge delivery.
3. Provide access to delivery locations.

SUCCESSFUL BIDDER'S RESPONSIBILITIES

The successful bidder shall:

1. Provide pricing per pound (lb) on full tanker loads (2,800 gallons) or 275 gallon tote.
2. Deliver product to the following locations:

ITEM NO.	CURRENT DELIVERY LOCATIONS	PRODUCT REQUIRED	ESTIMATED QUANTITY
1.	**WATER TREATMENT PLANT #3** 13026 Jog Road Delray Beach, FL 33446 Contact: Dennis Ford (561) 638-5085	**AWC A-102 PLUS** Delivered in full tanker load (2800 gallons). Bulk shipment for this location shall be defined as 6,000 gallons (size of existing tank) no minimum order requirements shall be accepted. Successful bidder shall be responsible for hose connection (2 1/2" cam-lock) if air line is needed. Plant has a "Chicago" fitting for air line.	72,000 lbs.
2.	**WATER TREATMENT PLANT #9** 22438 SW 7th Street Boca Raton, FL 33433 Contact: Tom Blumberg (561) 381-5351	**AWC A-102 PLUS** Delivered in full tanker load (2800 gallons). Bulk shipment for this location shall be defined as 3,000 gallons (size of existing tanks, two (2) tanks total). No minimum order requirements shall be accepted. Successful bidder shall be responsible for hose connection (2" cam-lock) if air line is needed. Plant has a "Chicago" fitting for air line.	70,000 lbs.
3.	**LAKE REGION WATER TREATMENT PLANT #11** 39700 Hooker Highway Belle Glade, FL 33430 Contact: Mike Turberville (561) 493-6175	**AWC A-102 PLUS** Delivered in 275 gallon tote	40,000 lbs.

TECHNICAL REQUIREMENTS

Anti-Scalant Inhibitor, which is designed to inhibit scale formation in membrane separation process, shall have the following minimum characteristics:

1. Controls Iron precipitation
2. To be used in water with a high fouling potential
3. Shall be certified to NSF Standard 60 for production of potable drinking water in membrane separation
4. Appearance: Clear, colorless to light yellow liquid
5. Solubility in water: Complete
6. pH (as is) @ 25 degrees Celsius 3 – 4
7. Specific gravity 1.10 +/- 0.05

COUNTY ACCEPTANCE

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the successful bidder and for full refund, any item(s) received which fail to meet the County's specifications or performance standards.

PAYMENT

Payment will be based on the unit price offered on the Bid Response page. Payment shall be rendered ONLY upon the County's satisfaction and acceptance of item(s) delivered. Price shall include, but is not limited to, all supervision, labor, equipment, materials, tools, machinery,delivery, transportation, travel, manpower, fuel, mobilization, demobilization and other facilities and services necessary to fully and completely provide the item(s) as specified herein. No additional compensation shall be offered or paid.

BID RESPONSE
IFB # 22-021/MB

ANTI-SCALANT INHIBITOR, PURCHASE AND DELIVERY OF, TERM CONTRACT

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
1.	SCALE INHIBITOR, TANKER LOAD (2800 gallons) Plant #3 Approved Products/Manufacturers: American Water Chemicals (AWC) AWC A-102 PLUS	72,000	lb	$ 1.10	$ 79,200.00

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
2.	SCALE INHIBITOR, TANKER LOAD (2800 gallons) Plant #9 Approved Products/Manufacturers: American Water Chemicals (AWC) AWC A-102 PLUS	70,000	lb	$ 1.10	$ 77,000.00

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

FIRM NAME: Amaya Solutions, Inc. dba American Water Chemicals

BID RESPONSE
IFB # 22-021/MB

ANTI-SCALANT INHIBITOR, PURCHASE AND DELIVERY OF, TERM CONTRACT

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
3.	SCALE INHIBITOR, 275 GALLON TOTE, Plant #11 Approved Products/Manufacturers: American Water Chemicals (AWC) AWC A-102 PLUS	40,000	lb	$1.10	$44,000.00

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Insurance requirements, per Term #20? ☒ YES INITIAL BC

*** PLEASE AFFIX SIGNATURE WHERE INDICATED**
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7., if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of the County, provide a copy of the Joint Venture Agreement signed by all parties.

Commercial Non-Discrimination Certification:
By signing below, bidder hereby certifies, per General Term and Condition #3n. that: (i) the information set forth therein is true and correct to the best of the bidder's knowledge; and (ii) there are no legal/administrative proceedings required to be disclosed, except as disclosed in bidder's response.

FIRM NAME: **(Enter the entire legal name of the bidding entity)** Amaya Solutions, Inc. dba American Water Chemicals	DATE: 11/16/2021
*** SIGNATURE**: _____	PRINT NAME: Rudy Canezo PRINT TITLE: Treasurer
ADDRESS: 1802 Corporate Center Lane CITY / STATE: Plant City, Florida	ZIP CODE: 33563
TELEPHONE # 813-246-5448	EMERGENCY # 813-503-9465
TOLL FREE # 888-217-8757	
FAX # 813-623-6678	E-MAIL: customerservice@membranechemicals.com
APPLICABLE LICENSE(S) NUMBER # F20000003944	TYPE: Florida State License
FEDERAL ID # 84-4097612	

CERTIFICATION OF BUSINESS LOCATION
IFB #22-021/MB

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) bidders having a permanent place of business in Palm Beach County ("County") or (2) bidders having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, bidders must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder to provide the goods/services being solicited by the County, and will be used to verify that the bidder had a permanent place of business prior to the issuance of the solicitation. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a local preference.

In instances where the bidder is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders for additional information related to this requirement after the bid/quote due date.

I. Bidder is a:

_____ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County

_____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades

_____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of bidder's County Business Tax Receipt verifies bidder's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____
(Title/Position) (Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.

_____ _____
(Signature) (Date)

DRUG-FREE WORKPLACE CERTIFICATION
IFB #22-021/MB

IDENTICAL TIE BIDS/QUOTES - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/quotes the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids/quotes are received from vendors who have not submitted with their bids/quotes a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids/quotes.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/quote, and received on or before the published bid/quote submission deadline to be considered. The failure to execute and/or return this certification shall not cause any bid/quote to be deemed non-responsive.

Whenever two (2) or more bids/quotes which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/quote received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

(4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Rudy Canezo **the**
(Individual's Name)

Treasurer **of** Amaya Solutions, Inc
(Title/Position with Company/Vendor) **(Name of Company/Vendor)**

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Signature **Date**

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Anti-Scalant Inhibitor, Purchase and Delivery of Term Contract

SOLICITATION/PROJECT/BID No.: 22-021/MB

NAME OF PRIME RESPONDENT/BIDDER: Amaya Solutions, Inc

ADDRESS: 1802 Corporate Center Lane, Plant City, FL 33563

CONTACT PERSON: Breanna Clark

PHONE NO.: 813-246-5448 **E-MAIL:** customerservice@membranechemicals.com

SOLICITATION OPENING/SUBMITTAL DATE: December 2, 2021

DEPARTMENT:

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT.
PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories) Non-SBE	M/WBE Minority/Women Business	SBE Small Business	DOLLAR AMOUNT OR PERCENTAGE OF WORK Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Not Applicable	☐	☐	☐					
2.	☐	☐	☐					
3.	☐	☐	☐					
4.	☐	☐	☐					
5.	☐	☐	☐					
(Please use additional sheets if necessary)								
			Total					

Total Bid Price $

Total SBE - M/WBE Participation

I hereby certify that the above information is accurate to the best of my knowledge:

Signature

Treasurer

Title

Note:

1. **The amount listed on this form for a Subcontractor/Subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.**
2. **Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.**
3. **Modification of this form is not permitted and will be rejected upon submittal.**

Revised 02/28/2019

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/Subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: _____

Name of Prime: _____

(Check box(es) that apply)

☐ SBE ☐ WBE MBE M/WBE ☒ Non-S/M/WBE Date of Palm Beach County Certification (if applicable):_____

The undersigned affirms they are the following (select one from each column **if applicable**):

Column 1	**Column 2**	**Column 3**
☐ Male ☐ Female	☐ African-American/Black ☐ Asian American ☐ Caucasian American ☐ Hispanic American ☐ Native American	☐ Supplier

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ **Price or Percentage:** _____

Name of 2nd/3rd tier Subcontractor/subconsultant

_____
Print Name of Prime

By: _____
Authorized Signature

_____
Print Name

_____
Title

Date: _____

_____
Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

_____
Print Name

_____
Title

Date: _____

OEBO SCHEDULE 3
SUBCONTRACTOR ACTIVITY FORM

SUBCONTRACTOR ACTIVITY FOR MONTH ENDING _____ PROJECT # _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

Schedule 3 is used to show the monthly payment activity for work performed by each Subcontractor on the project and in conformity with the Subcontractor(s) submitted on Schedule 2. It also shows approved change orders as they impact all Subcontractors. Schedule 3 is to be submitted by the Prime Contractor with each payment request to Palm Beach County. In the Subcontracting Information section, list the name(s) of each Subcontractor, including each S/M/WBE subcontractor on the project and the total contracted amount for each Subcontractor on the project. As the project proceeds, please complete each column under the Subcontractor Information section. If a subcontractor is an S/M/WBE, please check the appropriate categories applicable.

SUBCONTRACTING INFORMATION								Subcontractor Category (check all applicable)						
Name of Subcontractor(s)	Total Contract Amount	Approved Change Orders	Revised Contract Amount	Amount drawn for Sub this Period	Amount drawn for Sub to Date	Amount Paid to Date for Subcontractor	Actual Starting Date	Minority/ Women Business (√)	Small Business (√)	Black (√)	Hispanic (√)	Women (√)	Caucasian (√)	Other (Please Specify) (√)

I hereby certify that the above information is accurate to the best of my knowledge _____ _____
(Signature) (Title)

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. All named Subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime is an S/M/WBE, completion of a Schedule 4 is also required to document all portions of work performed by their work force. **A completed release of lien form can be submitted in lieu of a Schedule 4.**

This is to certify
that _____ received a
(Subcontractor/subconsultant Name)

(Monthly) or (Final) payment of $ _____ **from** _____
(Prime Contractor Name)

On _____/_____/_____ **for my** _____ **Invoice for labor and/or materials supplied**
MM DD YYYY Month

On _____ /_____
(Project Name) **(Project No.)**

DEPT.: _____ **TASK ORDER/WORK ORDER/DELIVERY ORDER/PURCHASE ORDER/ NO.:** _____

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: _____

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: _____

If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

_____ **Price or Percentage:** _____
Name of 2nd/3rd tier Subcontractor/subconsultant

By:_____ _____
(Signature of Subcontractor/subconsultant) **(Name & Title of Person executing on behalf of Subcontractor/subconsultant)**

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, _____**(year), by** _____**(name of person acknowledging).**

_____
Notary Public, State of Florida

_____
Print, Type or Stamp Commissioned Name of Notary

Personally Known ____ **OR Produced Identification** _____ **Type of Identification** _____

Product Information Sheet

AWC® A-102 PLUS

Membrane Antiscalant-Broad Spectrum

ADVANTAGES

- A broad spectrum antiscalant designed to inhibit inorganic scale formation in membrane separation processes
- Inhibits calcium carbonate scale up to a Calcium Carbonate Nucleation Index (CCNI) of 2.2
- Effectively inhibits formation of calcium sulfate, calcium fluoride, barium sulfate, strontium sulfate and silica
- Stabilizes metal ions to prevent metal oxides precipitation and disperses existing metal oxides/ hydroxides, silt and clay particles
- Approved for use by all major membrane manufacturers
- Environmetally compatible, especially where discharge of waste into the environment is a concern
- Certified by NSF to NSF/ANSI Standard 60

TYPICAL PROPERTIES

Appearance	Clear colorless to yellow liquid
Odor	Characteristic
Solubility in water	Complete
pH (as is) @ 25°C	< 3.5
Specific Gravity	1.10 ± 0.10

PACKAGING

5 gallon pails, 55 gallon non-returnable plastic drums, 275 gallon totes and bulk shipments

SAFETY & HANDLING

Store in a cool, dry place. In accordance with good safety practice, handle with care and avoid contact with eyes and prolonged or repeated contact with skin. For more information, see the Safety Data Sheet provided with this product.

CHEMICAL FEEDING AND CONTROL

Injection:
AWC A-102 Plus should be injected continuously into the RO feedwater line, always downstream of multimedia filters, and preferably downstream of the cartridge filters in the presence of a static mixer. In the absence of a static mixer, dosing upstream of the cartridge filters will serve as a substitute to improve mixing.

Dosing:
The dosage required to inhibit scale formation will typically be in the range of 1- 5 ppm, depending on feed water quality and system operating parameters. Dosage can be determined using Proton® membrane antiscalant projection software, or can be provided by an AWC technical representative.

Dilution:
AWC A-102 Plus is designed to be fed neat. However, if the minimum output of the dosing pump exceeds the required dosage, then dilution will be necessary. For product dilution, **always use water that is free of any detectable hardness** – deionized water or RO permeate are preferred due to their higher purity, but softened water is also acceptable.

This product contains a preservative to prevent biological growth in the feed tank. Dilution in excess of 10X will impact the potency of the preservative. If dilution beyond 10X is unavoidable, it is recommended to replace the diluted product frequently, preferably every 7 – 10 days.

P: +1.813.246.5448 // E: info@membranechemicals.com // www.membranechemicals.com

© 1993-2019 American Water Chemicals , Inc. All Rights Reserved

SAFETY DATA SHEET

AMERICAN WATER CHEMICALS®
1802 CORPORATE CENTER LANE
PLANT CITY, FL 33563

IDENTITY
AWC® A-102 PLUS

Section I Company and Product Identification

AMERICAN WATER CHEMICALS ® 1802 Corporate Center Lane Plant City, FL 33563 Telephone Number: (813)-246-5448	ChemTel phone Number: In the U.S.: 1-800-255-3924 International: 1-813-248-0585 Australia: 1-300-954-583 Brazil: 0-800-591-6042 China: 400-120-0751 India: 000-800-100-4086 Mexico: 800-099-0731
Date Prepared: March, 1999	Date Revised: March, 2021

Trade Name	AWC A-102 PLUS
Product Family	RO, NF Scale Inhibitor

Section II – Hazards Identification

Signal Word : WARNING **Acute Toxicity: Oral, Category 5 Concentrated product may be harmful if swallowed.** **Skin Corrosion/Irritation, Category 5 May be slightly irritating to skin.** **Serious Eye Damage / Eye Irritation: Category 2B**	
GHS Hazard Phrases	H303 + H313: May be harmful if swallowed at full concentration and slightly irritating to skin. H320 Causes eye irritation.
GHS Precaution Phrases	P103: Read label before use
GHS Response Phrases	P311: Call a poison center/doctor/...if you feel unwell
GHS Storage and Disposal Phrases	Please refer to section 7 for storage and section 13 for Disposal information

Health Hazards (Effects of Acute and Chronic Overexposure)
Inhalation: None Known
Eye Contact: Burning, Itching.
Skin Contact: Itching, Irritation.
Ingestion (Swallowing): Nauseous.

AMERICAN WATER CHEMICALS®
1802 CORPORATE CENTER LANE
PLANT CITY, FL 33563

Section III - Hazard Ingredients/Composition Information

Components (Chemical Name)	CAS #	%	EC #
Blend of organophosphonates	Proprietary	> 10%	N/A
Blend of Dispersants	Proprietary	> 10%	N/A

Section IV – First Aid Procedures

Inhalation: Immediately remove to fresh air. Get medical attention if nasal, throat or lung irritation develops.
Eye Contact: Remove contact lenses. Hold eyelids apart. Immediately flush with plenty of low pressure water for at least 15 minutes. Call a physician. Remove material from skin and clothing.
Skin Contact: Immediately flush skin with plenty of water while removing contaminated clothing and shoes. Thoroughly wash before reuse or discard. Wash skin with soap and water until clean. Get medical help if irritation occurs.
Ingestion (Swallowing): If conscious, immediately give several glasses of water or milk. Do not induce vomiting. (Do not give food to an unconscious person). Take immediately to hospital or physician.

MOST IMPORTANT SYMPTOMS	
Symptoms/Injuries	May be slightly irritating to skin.
Symptoms/Injuries after eye contact	Eye irritation.
Symptoms/Injuries after ingestion	Significant adverse health effects are not expected to develop if only small amounts (less than a mouthful) are swallowed.

Section V - Fire Fighting Measures

Flash Point (Method Used) None	**Flammable Limits**: NE
Extinguishing Media: Water spray, foam, dry chemical, or carbon dioxide	
Auto ignition temp: Noncombustible.	
Special Fire Fighting Procedures and Protective Equipment: Do not enter fire area without proper protective equipment, including respiratory protection. Use water spray or fog for cooling exposed containers. Exercise caution when fighting any chemical fire. Avoid (reject) fire-fighting water to enter environment.	
Unusual Fire and Explosion Hazard: Decomposes in a fire giving off irritant fumes.	
Hazardous Decomposition or Combustion Byproducts: Elemental oxides.	

Section VI – Accidental Release Measures

Steps to Be Taken in Case Material is Released or Spilled:
Steps to Be Taken in Case Material is Released or Spilled: Ventilate area. Use specified protective equipment. Contain and absorb on absorbent material. Place in waste disposal container. Flush area with water. Wet area may be slippery. Spread sand/grit.
Additional Information: Planning ahead is essential for handling spills. Proper equipment and trained employees should be readily available to correct a spill situation. Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers and public waters. Avoid release to the environment.

AMERICAN WATER CHEMICALS®
1802 CORPORATE CENTER LANE
PLANT CITY, FL 33563

Section VII - Handling and Storage

Precautions to Be taken in Handling (General):	Use appropriate protective wear. Observe all recommended safety precautions until container is cleaned, reconditioned or destroyed. The reuse of this material's container for non-industrial purposes is prohibited and any reuse must be in consideration of the data provided in this material safety data sheet.
Precautions for safe storage and any incompatibilities	Keep container closed when not in use. Protect from freezing. Do not store in elevated temperatures. Keep away from direct sunlight.

Section VIII – Exposure Controls and Personal Protection

Components (Specific Chemical Identity; Common Name(s))	OSHA PEL	TWA ACGIH	STEL ACGIH	Other Limits Recommended
None has been established	None	None	None	NA

Primary Route of Exposure: Body contact.	
Target Organs: None Known	
Respiratory Protection: Approved NIOSH respirator.	
Skin Protection: Rubber or plastic-impervious and/or waterproof.	
Protective Gloves: Rubber, nitrile, neoprene, PVL.	**Eye Protection**: Splash proof safety goggles.
Other Protective Clothing or Equipment: Eye wash facility and safety shower in immediate area. Rubber boots. Rubbers over leather shoes are not recommended.	

Section IX - Physical/Chemical Characteristics

Boiling Point: > 100°C (212°F)	**Percent Volatile**: NE
Viscosity : (Brookfield) NE	**Specific Gravity** (H2O = 1): 1.10 ± 0.10
Solubility in Water: Complete	**pH**: < 3.5
Appearance and Odor: Clear liquid colorless to yellow with characteristic odor.	

NR: NOT REQUIRED, NE: NOT ESTABLISHED, NA: NOT APPLICABLE

Section X – Stability & Reactivity Data

Stability: Stable under normal conditions.
Conditions to avoid: Do not expose to extreme temperatures.
Incompatibility (Materials to Avoid): May react with strong oxidizers
Hazardous Decomposition Products: None known
Hazardous Polymerization: Does not occur
Condition to avoid: None known
Additional Information: none

AMERICAN WATER CHEMICALS®
1802 CORPORATE CENTER LANE
PLANT CITY, FL 33563

Section XI– Toxicological Information

Available data on closely related material indicates the following: ORAL LD50(Rats): >2,400 mg/kg (Estimated value) DERMAL LD50(Rabbits): >7,940 mg/kg (Estimated value) EYE IRRITATION: Not established SKIN IRRITATION: Not established
Mutagenic: Not listed.
Teratogenic: Not listed.
Reproductive Toxicity: Not listed.
Primary Route of Exposure: Body contact.
Target Organs: Not Listed

Section XII – Ecological Information

Available data on closely related material indicates the following: Aquatic Toxicity: Daphnia Magna 48 Hr. acute toxicity LC50=2700 mg/L, no effect level = 1540 mg/L Fathead Minnow 96 Hr. acute toxicity, no effect level = 5000 mg/L Biodegradation: BOD-28 = 1 mg/g BOD-5 = 1 mg/g COD = 116 mg/g TOC = 26 mg/g

Section XIII - Disposal Consideration

Waste Disposal Method: Waste Disposal Method: Water contaminated with this product may be sent to a sanitary sewer treatment facility, in accordance with any local agreement, a permitted waste treatment facility or discharge under a permit. Product as is- Incinerate or land dispose in an approved land fill. If this undiluted product is discarded as a waste, the US RCRA hazardous waste identification number is not applicable. The state and local requirements for waste disposal may be more restrictive or otherwise different from federal regulations. Consult state and local regulations regarding the proper disposal of this material.

Section XIV - Transport information

UN Number	ADR/RID: not regulated IMDG: not regulated IATA: not regulated
D.O.T. Proper Shipping Name:	ADR/RID: not dangerous goods IMDG: not dangerous goods IATA: not dangerous goods
ID No: N/A	Packing Group: N/A

AMERICAN WATER CHEMICALS®
1802 CORPORATE CENTER LANE
PLANT CITY, FL 33563

Section XV - Regulatory information

Potable Water Approval: This product is NSF/ANSI Standard 60 certified. Maximum use level = 10mg/L

Section XVI - Other information

NFPA RATINGS:

Health	Flammability	Reactivity
1	0	0

The data contained in this safety data sheet has been prepared based upon an evaluation of the ingredients contained in the product, their concentrations in the product and potential interactions. The information is offered in good faith and is believed to be accurate. It is furnished to the customer who is urged to study it carefully to become aware of hazards, if any, in the storage, handling, use and disposal of the product; and to insure his employees are properly informed and advised of all safety precautions required.

CLOSE WINDOW TO EXIT NSF LISTINGS

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, November 18, 2021** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: http://info.nsf.org/Certified/PwsChemicals/Listings.asp?TradeName=AWC+A%2D102+Plus&

NSF/ANSI/CAN 60
Drinking Water Treatment Chemicals - Health Effects

American Water Chemicals, Inc.
1802 Corporate Center Lane
Plant City, FL 33563
United States
888-217-8757
813-246-5448
Visit this company's website

Facility : Plant City, FL

Miscellaneous Treatment Chemical

Trade Designation	*Product Function*	*Max Use*
AWC A-102 Plus	Reverse Osmosis Antiscalant	15mg/L

Number of matching Manufacturers is 1
Number of matching Products is 1
Processing time was 0 seconds

CONNECT WITH NSF

©2012 NSF International. All rights reserved.

Client#: 2211638 131AMERIWAT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services PO Box 4927 333 S Garland Ave 16th Fl Orlando, FL 32802-4927	CONTACT NAME: PHONE (A/C, No, Ext): 407 691-9600 FAX (A/C, No): 888-635-4183 E-MAIL ADDRESS:
INSURED Amaya Solutions Inc dba American Water American Water Chemicals 1802 Corporate Center Lane Plant City, FL 33563	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Evanston Insurance Company — 35378 INSURER B : United Financial Casualty Company — 11770 INSURER C : Owners Insurance Company — 32700 INSURER D : Auto Owners Insurance — 18988 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	MKLV2ENV102468	10/13/2021	10/13/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			CA-033063100	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
C	ANY AUTO			FL-4947152210	03/01/2021	03/01/2022	BODILY INJURY (Per person)	$
C	OWNED AUTOS ONLY X SCHEDULED AUTOS			KY-4947152207	03/01/2021	03/01/2022	BODILY INJURY (Per accident)	$
D	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			OH-4947152209	03/01/2021	03/01/2022	PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			MKLV2EFX100790	10/13/2021	10/13/2022	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Contr Pollution			MKLV2ENV102468	10/13/2021	10/13/2022	$2,000,000	
	Transp Pollution			MKLV2ENV102468	10/13/2021	10/13/2022	$1,000,000	
	Non Own Disp Site			MKLV2ENV102468	10/13/2021	10/13/2022	1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured including Completed Operations if required by written contract for General Liability per CG2010(04/13) and CG2037(04/13). Blanket Waiver of Subrogation Applies per Automatic Transfer of Rights of Recovery Against Others to Us form MEEI 2592 (08/19). General Liability includes Blanket 30 Day Notice of Cancellation as required by written contract form MEIL 1233 (11/13). Excess Liability policy is follow form.

CERTIFICATE HOLDER

Palm Beach County Board
of County Commissioners
Purchasing Dept.
50 S. Military Trail, Suite 110
West Palm Beach, FL 33415

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

Allen Ironwood

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

DBTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/08/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	**CONTACT NAME:** Aon Risk Services, Inc of Florida **PHONE (A/C, No, Ext):** 800-743-8130 **FAX (A/C, No):** 800-522-7514 **EMAIL ADDRESS:** ADP.COI.Center@Aon.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** Illinois National Insurance Co — 23817 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED ADP TotalSource III, Inc. 10200 Sunset Drive Miami, FL 33173 ALTERNATE EMPLOYER Amaya Solutions, Inc. 1802 Corporate Center Lane Plant City, FL 33563	

COVERAGES **CERTIFICATE NUMBER:** 3715827 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC OTHER						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DEC RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 038361533 FL	07/01/2021	07/01/2022	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for AMAYA SOLUTIONS, INC., paid under ADP TOTALSOURCE, INC 's payroll, are covered under the above stated policy. AMAYA SOLUTIONS, INC. is an alternate employer under this policy.

CERTIFICATE HOLDER

Palm Beach County
Insurance Compliance
PO Box 100085 - DX
Duluth, GA 30096

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

Aon Risk Services, Inc of Florida

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE

This is to certify that

Amaya Solutions, Inc DBA American Water Chemicals®

1802 Corporate Center Lane
Plant City, FL 33563
United States of America

has implemented and maintains a **Quality Management System**.

Scope:
The Design, Research and Development of New Products, Formulation, Lab Services and Manufacture of Chemicals for Water Treatment Application.

Through an audit, documented in a report, it was verified that the management system fulfills the requirements of the following standard:

ISO 9001 : 2015

Certificate registration no.	10015134 QM15
Date of original certification	2016-12-15
Date of revision	2021-03-12
Date of certification	2021-04-04
Valid until	2024-04-03

DQS Inc.

Brad McGuire
Managing Director

Accredited Body: DQS Inc., 1500 McConnor Parkway, Suite 400, Schaumburg, IL 60173 USA

FLORIDA DEPARTMENT of STATE DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List Next On List Return to List

Amaya solutions
Search

No Events No Name History

Detail by Entity Name

Foreign Profit Corporation
AMAYA SOLUTIONS, INC.

Filing Information

Document Number	F20000003944
FEI/EIN Number	84-4097612
Date Filed	09/11/2020
State	DE
Status	ACTIVE

Principal Address

1802 CORPORATE CENTER LANE
PLANT CITY, FL 33563

Mailing Address

1802 CORPORATE CENTER LANE
PLANT CITY, FL 33563

Registered Agent Name & Address

ALMALKI, MOHANNAD
1802 CORPORATE CENTER LN
PLANT CITY, FL 33563

Officer/Director Detail

Name & Address

Title DIRP, SEC

ALMALKI, MOHANNAD
1802 CORPORATE CENTER LN

PLANT CITY, FL 33563

Title TREASURER

CANEZO, RUDY B
1802 CORPORATE CENTER LN
PLANT CITY, FL 33563

Annual Reports

Report Year	Filed Date
2021	01/18/2021
2021	06/25/2021

Document Images

06/25/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
01/18/2021 -- ANNUAL REPORT	View image in PDF format
09/11/2020 -- Foreign Profit	View image in PDF format

Previous On List Next On List Return to List

Amaya solutions
Search

No Events No Name History

Perfecting the Science of Membrane Treatment

January 14, 2025

Erasmo "Rod" Rodriguez
Water Plant Manager
East and West Water Plants
City of Miramar
4100 S Flamingo Rd.
Miramar, FL 33027
erodriguez@miramarfl.gov

RE: Acknowledgement of Piggyback to Palm Beach County – ANTI-SCALANT, AWC A-102PLUS, Contract #22-021C/MB, Effective:12.20.2024-12.19.2025

Mr. Rodriguez,

Please accept this letter as our authorization/acknowledgement that the City of Miramar will piggyback onto the contract for the Palm Beach County, Contract 22-021C, MB regarding purchases of AWC A-102PLUS.

Terms, conditions, pricing, and effective dates of Contract 22-021C/MB will be in effect for your orders.
The current cost for AWC A-102PLUS is $1.10/lb, delivered; this contract has been extended until 12/19/2025.

We welcome the opportunity to supply the City of Miramar, thank you.

Michelle Valentin-Filpo

Michelle Valentin – Filpo
Sales Coordinator and Contract Administrator
American Water Chemicals

City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

Requisition No.:	Department: Utilities
Recommended Vendor(s), if any: Carus Corp #602333	Date: 8/13/2025 Estimated Cost: $560000
Estimated Hours for Consulting Engagement:	Contact Person: Erasmo Rodriguez
[x] Ongoing Purchase	[ ] New Purchase
If an Ongoing/Replacement Purchase, what was the prior year's expenditure $500000	
Does this purchase request represent an increase or a decrease in utilization or price? (Please explain in detail) This purchase does represent a price increase for both East and West Water Plants, due to rising chemical and delivery costs, as well as increased water production.	

SECTION I

Completion of this form is required in advance of all Sole Source/Bid Waiver purchases (procurements) in excess of $2,500 from Miramar resident vendors or $1000 from all other vendors.

Check one of the following that best describes the proposed procurement:

[x] Only one source (supplier) exists for the required product/service ("sole source").
[ ] Product Standardization
[ ] Other reason deemed to be in the best interests of the City (Commission Approval Required)

1. In 'layman's terms', describe the required product or service that is being procured and the purpose or function. (Minimum 3 sentences required.)

Aqua Mag 9500 is a proprietary blended Phosphate used to control corrosion in West WTP and the East WTP distribution system. The product was proven effective for water corrosion control and improved overall water quality, as recommended by a City hired consultant (Kimley-Horn). The product also allows the Utilities Department to maintain compliance with state and federal regulations.

2. If the particular product or service was not available or could not be procured, how would the department proceed with its work? (Minimum 3 sentences required.)

Aqua Mag 9500 is a proprietary blended Phosphate that has been pilot tested with the current water treatment process and evaluated by a City hired consultant (Kimley-Horn) as an effective solution for corrosion control. In the absence of this product, the City would be required to spend considerable time and money to pilot test another product with no guarantee the different product will be as effective.

Docusign Envelope ID: 430E1027-75E0-4816-947F-8ABA42E30747

City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

Sole Source

3a. Explain why **the product/service** is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to unique specification, unique features, characteristics, requirements, capabilities and compatibility. Describe what steps have been undertaken to make this decision. (Minimum 4 sentences required.)

Aqua Mag 9500 blended Phosphate has been pilot tested in-house. The results confirmed that this product is effective relative to our treatment processes, according to the study from Kimley-Horn and Associates (see attached report). The product is also certified by NSF for use in the potable water supply.

3b. Explain why this **vendor** is the only practicable available source which to obtain this product or service and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributor of exclusive distributorships for the product or service, if, that is cited as a reason for this request.) (Minimum 4 sentences required.)

Carus Corporation is the manufacturer and sole distributor of the proprietary Aqua Mag 9500 blended Phosphate (see sole source letter attached).

Product Standardization

4. Explain why the product/service requested can best satisfy your requirements and explain why a waiver of competitive bidding is in the best interest of the City. Be specific with regard to unique specification, unique features, characteristics, requirements capabilities and compatibility. Describe what steps have been undertaken to make this decision. (Minimum 3 sentences required.)

N/A

5. Provide a description of the market survey conducted and the results, or a statement of the reasons a market survey was not conducted. (Minimum 4 sentences required.)

N/A

Sole Source and Product Standardization

6. Will this purchase obligate the City to a particular vendor/provider for future purchases? (Either in terms of maintenance that only this vendor will able to perform and/or if we purchase this item. Will the City need more "like" items or services in the future to match this one?)

The Utilities Department will run pilot tests for another product if necessary, to insure water quality meets or exceeds Federal and State Drinking Water Compliance Standards for a "potable water" supplier.

Docusign Envelope ID: 430E1027-75E0-4816-947F-8ABA42E30747

City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

7. Explain why the price for this product or service is considered to be fair and reasonable.

The pricing for this product is directly from the manufacturer. City staff has contacted other utilities who use similar products, and it is deemed that the price is fair and reasonable.

8. Describe the negotiations efforts, if any that have been made with the vendor/provider to obtain the best possible price.

City staff has contacted other utilities who use the similar products and negotiated with the vendor (Carus) to obtain the best possible price.

9. Describe the actions the department will take, if feasible, to overcome the present barriers to competition prior to any future procurement of this product or service.

The City staff will continue monitoring the chemical price with due diligence to ensure the City obtains the best possible price.

City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

Name of the person who prepared this request and justification:

Name: Erasmo Rodriguez Position: Water Plant Manager

DocuSigned by: Erasmo Rodriguez 2F6A114FD5394C0... 8/19/2025

Initial JH 8/19/2025

Department: Utilities Date 08/13/2025

I hereby certify that the above request and Justification is accurate and complete to the best of my knowledge and belief.

Francois Domond (Department Director (Print Name))

DocuSigned by: Francois Domond 40F1C123E258411... (Signature)

8/19/2025 (Date)

DS JC 8/26/2025

For Procurement Department Use Only

This approval is effective for 365.00 **days**

A good faith review of available sources has been conducted by:

☐ User Department ☐ Procurement Department ☐ Standards Committee

I concur that this contract is not suitable for competitive bids or proposals.

DocuSigned by: Alicia Lynn 68F08C5AF7EE408... Chief Procurement Officer

9/2/2025 Date

Carus LLC
315 5th Street
Peru, IL 61354

August 14, 2025

City of Miramar
Erasmo Rodriguez
4100 South Flamingo Road
Miramar, FL 33027

Dear Mr. Rodriguez,

Carus LLC is the leading blended phosphate manufacturer in the United States. We have two state of the art facilities located in Lasalle, IL and Belmont, NC.

Carus LLC is the sole manufacturer of AQUA MAG® 9500 blended phosphate. AQUA MAG 9500 is a proprietary, NSF listed formulation certified for use in Potable Water Treatment Supply. Carus LLC is the sole distributor of AQUA MAG 9500 in your area.

We appreciate the opportunity to serve the City of Miramar and look forward to continued success with your water treatment program.

Sincerely,

Barbie Smith
Inside Sales and Customer Service Manager

CONTRACT TO PROVIDE SULFURIC ACID 93% FOR WATER TREATMENT PLANT OPERATIONS

This Contract is made and entered into this 17 day of July, 2025 (the "Effective Date"), by and between the City of Deerfield Beach ("City"), a municipal corporation of the State of Florida and Shrieve Chemical Company, LLC., a Foreign Limited Liability Corporation authorized to business in the State of Florida ("Primary Contractor").

W I T N E S S E T H:

WHEREAS, on April 18, 2025, the City, as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group (the "Group"), issued Invitation to Bid No. 25-016 (the "ITB"), for the supply and delivery of Sulfuric Acid 93% for the water treatment plant operations to the City and the Group's participating members (the "Services); and

WHEREAS, the Services are delineated in the ITB; and

WHEREAS, the Purchasing and Contract Division (the "Division") reviewed the two (2) responses, and after discussion with the Department of Environmental Services (ES), it was determined that the ITB be awarded to both bidders whose bids offered the lowest price and cost, best value and availability of the products for the Services; and

WHEREAS, on July 8, 2025, the City Commission passed Resolution No. 2025/120 approving the award of the ITB to Primary Contractor and authorized the City Manager to execute a Contract with the Primary Contractor; and

WHEREAS, this Contract, the ITB and the Primary Contractor's Bid Response constitute the entire Contract and describe the Services to be provided.

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE 1
INTRODUCTION AND SCOPE OF SERVICES

1.1 The above referenced Whereas clauses are true and correct and made a part hereof.

1.2 This Contract, the ITB, the City's Notice of Intent to Award, together with Primary Contractor's response to the ITB, attached as Exhibit "A", shall constitute the entire Contract. The parties agree that the Scope of Services, attached as Exhibit "B", is a description of obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, parts, equipment, tools and tasks which are such an inseparable part of the work described that exclusion would render performance by Primary Contractor impractical, illogical, or unconscionable. The Primary Contractor hereby acknowledges and agrees that the Scope of Services shall be on **an as needed basis,** and in the event the Primary Contractor cannot fulfill the request from the City, the City reserves the right to utilize the Secondary Contractor in its sole discretion.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

1.3 Except as specifically modified herein, Primary Contractor shall be bound by the terms and conditions and prices as set forth in the ITB and the Primary Contractor's Response to the ITB. When the terms and conditions of this Contract may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

1.4 This is a non-exclusive Contract. The City may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the ITB, or any aspect of the Services if the City deems it to be in the best interest of the City.

1.5 Primary Contractor acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2
TERM AND TIME OF PERFORMANCE

2.1 The initial Contract term shall be for three (3) years and shall commence on the Effective Date and end on July 16, 2028. The City reserves the right to renew the Contract for three (3) additional one (1) year renewal options, contingent upon City Manager approval and providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City as set forth in the ITB.

2.2 In the event Services are scheduled to end because of the expiration of the Contract, the Primary Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of the existing Contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3
COMPENSATION

3.1 The City agrees to compensate the Primary Contractor for Services provided on an as-needed basis, in the manner specified in the ITB, based upon the amount/rates set forth in Primary Contractor's response for the Services. In accordance with the ITB, Primary Contractor shall provide the products pursuant to a Purchase Order(s) issued by the City, and the City is only obligated to compensate Primary Contractor based upon the applicable Purchaser Order and invoices provided by Primary Contractor related to the applicable Purchaser Order. It is acknowledged and agreed by Primary Contractor that the amount set forth on the applicable Purchase Order is the maximum payable and constitutes a

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

limitation upon City's obligation to compensate Primary Contractor for its Services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon Primary Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to Primary Contractor to reimburse its expenses.

3.2 The obligation of the City for payment to the Primary Contractor is limited to the availability of funds appropriated in each fiscal period, and continuation of the contract into a subsequent fiscal period, regardless of contract term, is subject to appropriation of funds, unless otherwise authorized by law. If such appropriation is not approved, then the City may terminate this Contract for convenience.

3.3 The Primary Contractor and the City shall abide by the Florida Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4
TERMINATION OR SUSPENSION

4.1 This Contract may be terminated for convenience by the City. Termination for convenience by the City shall be effective on the termination date stated in the written notice provided by City, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare.

4.2 This Contract may be terminated for cause for reasons including, but not limited to, Primary Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract, or other breach of this Contract. The termination date shall be not more than ten (10) days after the date of such written notice. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

4.3 In the event of the default of any of the terms, obligations, restrictions, or conditions of the Contract, inclusive of the requirements set forth in the ITB, by the Primary Contractor, the CITY will consider the Primary Contractor in breach of the Contract and shall give the Primary Contractor written notice of such breach by registered, certified mail. Upon receipt of the notification, Primary Contractor shall have three (3) calendar days to cure the default. In the event that Primary Contractor fails to cure the default within the three (3) calendar day period, or the default is not remedied to the satisfaction and approval of the City , the City shall have all legal remedies available to it, including but not limited to termination of the Contract in which case the Primary Contractor shall be liable for any and all damages permitted by law arising from the default and breach of Contract.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

4.4 Notice of termination shall be provided in accordance with the “NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.

4.5 In the event this Contract is terminated for convenience, Primary Contractor shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. Primary Contractor acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are, hereby acknowledged by Primary Contractor, for City’s right to terminate this Contract for convenience.

4.6 In the event this Contract is terminated for any reason, any amounts due Primary Contractor shall be withheld by CITY until all documents are provided to City pursuant to Section 7.2 of Article 7.

4.7 Should at any time during the term of this Contract, including any option terms, the Primary Contractor is in violation of any of the terms and conditions of this Contract, the City shall have the right to suspend the Primary Contractor until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

4.8 In the event this Contract is terminated, the City may assign the Contract to another Contractor, or seek a new Contractor, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5
EEO AND ADA COMPLIANCE

5.1 Primary Contractor shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. Primary Contractor shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non- discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as City deems appropriate.

5.2 Primary Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. Primary Contractor shall affirmatively comply with all applicable provisions of the

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Primary Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6
INSURANCE

6.1 Primary Contractor shall provide to the City evidence of insurability meeting the insurance requirements stated herein. Primary Contractor shall not commence the work or otherwise perform the work as required by the resulting Contract until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the City. Primary Contractor shall assume full responsibility and expense to obtain all necessary insurance.

A. General

1. Primary Contractor shall furnish to the Purchasing and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein upon execution of this Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Contract (Solicitation Title and Number), and state that such insurance is as required by this Contract. Primary Contractor's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the Contract.

2. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. Primary Contractor shall be responsible to pay all deductible amounts, if any. Primary Contractor shall specifically protect the City and the Deerfield Beach City Commission by naming the City and the Deerfield Beach City Commission as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.

3. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Primary Contractor is complete including all renewal terms. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

4. City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If Primary Contractor uses a subcontractor, Primary Contractor shall ensure that subcontractor names CITY and

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

B. Coverages - Primary Contractor shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurance as indicated with exes:

☒ Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars ($2,000.000.00) aggregate.

Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent successful Bidders, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific contract including any hold harmless and/or indemnification contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

☒ Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars ($1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

☒ Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) aggregate limit by disease and One Million Dollars ($1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker’s Compensation, proper documentation shall be provided.

☒ Pollution Liability Insurance - Pollution Liability Insurance for bodily injury, property damage, clean-up costs or corrective action and defense coverage with a limit of no less than $10,000,000 each incident and a general aggregate limit of no less than $10,000,000. This insurance shall include coverage for, but not be limited to; sudden and accidental discharges; dispersal; seepage; release or escape of any solid, liquid

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste material into or upon land or any structure on land, the atmosphere or any watercourse or body of water, including groundwater.

ARTICLE 7
MISCELLANEOUS

7.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of City, and, if a copyright is claimed, Primary Contractor grants to City a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by Primary Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Primary Contractor to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to Primary Contractor shall be withheld until all documents are received as provided herein.

7.2 AUDIT RIGHT; RETENTION OF RECORDS; PUBLIC RECORDS

City shall have the right to audit the books, records, and accounts of Primary Contractor and its subcontractors that are related to this Project. Primary Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of Primary Contractor and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Primary Contractor or its subcontractor, as applicable, shall make same available at no cost to City in written form.

Primary Contractor and its subcontractors shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is applicable to Primary Contractor's and its subcontractors' records, Primary Contractor and its subcontractors shall comply with all requirements thereof; specifically, to:

a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Primary Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the public agency. If Primary Contractor does not comply with this section, the City shall enforce the Contract provisions in accordance with the Contract and may unilaterally cancel this Contract in accordance with state law.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by Primary Contractor or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Primary Contractor shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 7.2.

IF PRIMARY CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PRIMARY CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

CITY CUSTODIAN OF PUBLIC RECORDS:
HEATHER MONTEMAYOR, CMC, CITY CLERK
150 N.E. 2ND AVE., DEERFIELD BEACH, FL 33441
954-480-4213
WEB.CLERK@DEERFIELD-BEACH.COM

7.3 INDEMNIFICATION

To the fullest extent permitted by law, Primary Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Contract; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Primary Contractor, Primary Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Primary Contractor or anyone for whose acts Primary Contractor may be liable, or regardless of whether or not caused in whole or

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

in part by the negligent acts, errors, or omissions of the City, its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Primary Contractor of any obligation hereunder. Primary Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

7.4 COMPLAINTS AND DISPUTES:

All complaints concerning misconduct on the part of the Primary Contractor or disputes between City staff and the Primary Contractor are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Primary Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the Primary Contractor to follow any such determination could be considered a material breach and subject the Primary Contractor to termination for cause. The Primary Contractor agrees that any complaints received by the City concerning misconduct on the part of the Primary Contractor, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The Primary Contractor agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

7.5 THIRD PARTY BENEFICIARIES

Neither Primary Contractor nor City intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

7.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Rodney Brimlow, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

FOR PRIMARY CONTRACTOR:
Chris Burns
Shrieve Chemical Company, LLC.
1442 Lakefront Circle
The Woodlands, TX 77380
Cburns@shrieve.com

7.7 MATERIALITY AND WAIVER OF BREACH

City and Primary Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

7.8 SEVERANCE

In the event a portion of this Contract found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Primary Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.9 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

7.10 VENUE AND WAIVER OF JURY TRIAL

By entering into this Contract, Primary Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Contract. This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Contract must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

7.11 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

formality as this Contract and executed by the City and Primary Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

7.12 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

7.13 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

7.14 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

7.15 SCRUTINIZED COMPANIES

a. Primary Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Contract at its sole option if Primary Contractor or its subcontractors are found to have submitted a false certification; or if Primary Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

b. If this Contract is for more than one million dollars, Primary Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Contract at its sole option if Primary Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Primary Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

c. Primary Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this Contract.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above- stated contracting prohibitions then they shall become inoperative

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

7.16 VERIFICATION OF EMPLOYMENT ELIGIBILITY

Primary Contractor and any subcontractor of Primary Contractor shall comply with Sections 448.09 and 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by Primary Contractor, Primary Contractor may not be awarded a public contract for a period of 1 year after the date of termination. All cost(s) incurred to initiate and sustain the aforementioned program shall be the responsibility of the Primary Contractor. In accordance with Section 448.095, Florida Statutes, Primary Contractor is liable for any additional costs incurred by City as a result of termination of this Contract.

7.17 COMPLIANCE WITH LAWS

Primary Contractor shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Contract.

7.18 NON-COERCION AFFIDAVIT FOR LABOR OR SERVICES. In accordance with Section 787.06(13), Florida Statutes, as Primary Contractor is a nongovernmental entity doing business with the City, Primary Contractor is required to attest that it does not use coercion for labor or services. At the time of execution of this Agreement, Primary Contractor shall submit the required Affidavit, which will be provided by the City's Procurement Division.

7.19 FOREIGN COUNTRIES OF CONCERN AFFIDAVIT. In accordance with Section 287.138, Florida Statutes, the Primary Contractor is required to attest that it does not meet any of the criteria set forth in Paragraph 2 (a)-(c) of Section 287.138, Florida Statutes, as such terms are defined therein, as updated. At the time of execution of this Agreement, Primary Contractor shall submit the required Affidavit, which will be provided by the City's Procurement Division.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

ATTEST:

DocuSigned by: Heather Montemayor 5E72EBB3A1E04DD...

HEATHER MONTEMAYOR
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE CITY OF DEERFIELD BEACH, FLORIDA, ONLY.

Signed by: Anthony Soroka 5CAA0437D59A4C4...

ANTHONY C. SOROKA, CITY ATTORNEY

CITY OF DEERFIELD BEACH

By: Signed by: Rodney Brimlow 7A3014915AB5442...

RODNEY BRIMLOW, CITY MANAGER

Date: 7/17/2025 ,2025.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

CONTRACT TO PROVIDE SULFURIC ACID 93% FOR WATER TREATMENT PLANT OPERATIONS

SHRIEVE CHEMICAL COMPANY, LLC.

ATTEST:

_____
Corporate Secretary

By: DocuSigned by: Chris Burns 9A533E201A6045B... _____
Signature

Print Name: Chris Burns

Title: Marketing Director

Date: 7/1/2025 ,2025.

Witnesses:

DocuSigned by: Jennifer Burns 80AD768D587E4A1...
_____
Signature

Jennifer Burns
Print Name

Signed by: Rita Burns 52831B845DB44EC...
_____
Signature

Rita Burns
Print Name

[THIS SPACE LEFT INTENTIONALLY BLANK]

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

EXHIBIT “A”
CITY’S ITB #25-016, NOTICE OF INTENT TO AWARD AND CONTRACTOR’S RESPONSE

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Deerfield Beach
Florida

INVITATION TO BID

No. ITB 25-016

Sulfuric Acid 93% for Water Treatment Plant Operations

April 18, 2025

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

ADVERTISEMENT, INVITATION TO BID NO. ITB 25-016, SULFURIC ACID 93% FOR WATER TREATMENT PLANT OPERATIONS

City of Deerfield Beach, a political subdivision of the State of Florida, will receive sealed bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide Sulfuric Acid 93% for Water Treatment Plant Operations, as specified in this Invitation to Bid (ITB).

A copy of the complete solicitation package and all related documents and requirements is available for download from the eProcurement Marketplace link on the Procurement and Contract Administration Division webpage of the City website at https://www.deerfield-beach.com/64/Purchasing.

1. DATE, TIME, AND PLACE DUE:

The Bid submittal deadline for submission of Bids in response to this ITB **is May 14, 2025 at 2:00 P.M. ET.** Bids shall be delivered electronically via the eProcurement Marketplace link on the webpage of the City website at https://www.deerfield-beach.com/64/Purchasing. The City shall not be responsible for a Bidder's inability to submit a response by the Close Date and time for any reason, including issues arising from the use of the eProcurement Marketplace

Bids will be opened immediately following the Bid Submittal Deadline and will be publicly opened in the Procurement and Contract Administration Division 2nd Floor, 401 SW 4th Street, Deerfield Beach, FL 33441 or virtually via Zoom. Bidders will receive an advance notification through the eProcurement Marketplace advising on which platform will be used. Interested parties may attend the opening. Bids submitted by any other means will not be accepted.

2. SOLICITATION PRE-SUBMITTAL CONFERENCE:

No Pre-bid Conference will be conducted for this solicitation

3. DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation to Bid is **May 9, 2025 at 5:00 P.M ET**. Questions and inquiries should be submitted via the eProcurement Marketplace link on the Procurement and Contract Administration Division webpage of the City website at https://www.deerfield-beach.com/64/Purchasing.

Important: A cone of silence is in place. See Section III.18 for details. Violations by a Bidder potential Bidder, or their representatives may result in sanctions.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

SOUTHEAST FLORIDA GOVERMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s),

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.

- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

PURPOSE

The City of Deerfield Beach, Florida (City) invites qualified and experienced successful Bidder(s) to submit bids to provide the City and participating members of the Southeast Governmental Cooperative Group with Sulfuric Acid 93% for Water Treatment Plant Operations. Any further reference in the Invitation to Bid (ITB) to the City shall apply to all participating agencies referenced in the ITB.

SECTION I - RESPONSE REQUIREMENTS

1. Submission and Receipt of Responses

a. The City uses the eProcurement Marketplace to administer the competitive solicitation process, including but not limited to soliciting and receiving responses, issuing addenda, tabulating responses, posting results and issuing notification of an intended decision. Responses to this competitive solicitation will only be accepted from Bidders who submit electronically through the City's eProcurement Marketplace by the Close Date and Time indicated; hard copies will not be accepted. Bidders are strongly encouraged to read the successful Bidder Guides and Tutorials available in the eProcurement Marketplace well in advance of their intention of submitting a response to ensure familiarity with the eProcurement Marketplace and submitting a response through it. The City shall not be responsible for a Bidder's inability to submit a response by the closing date and time for any reason, including issues arising from the use of the eProcurement Marketplace.

b. All information submitted by Bidder shall be typewritten, scanned as an attachment, or provided as otherwise instructed in the solicitation documents. Bidders shall use and submit any applicable or required forms provided by the City and attach such to their response. Failure to use the forms provided by the City may cause the response to be rejected and deemed non-responsive.

c. Responses shall be submitted by an authorized representative of the firm. Responses must be submitted in the business entity's name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Responses shall include an attachment evidencing that the individual submitting the response, does in fact have the required authority to bind the business entity.

d. All responses will become the property of the City of Deerfield Beach. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the City.

e. Responses will be publicly opened in the Procurement and Contract Administration Division, 2nd Floor, 401 SW 4th Street, Deerfield Beach, FL 33441, or virtually via Zoom. Bidders will receive an advance notification through the eProcurement Marketplace advising on which platform will be used. It is the responsibility of the Bidders to check

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

the eProcurement Marketplace constantly for the latest updates. Bids will be tabulated and made available for public inspection at such time as the City provides notice of an intended decision or until 30 days after the closing date and time, whichever is earlier.

2. Required Documents and Information

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. The documents and information the City requires each Bidder to submit with their response can be found in the "Response Attachments" tab within the eProcurement Marketplace for this competitive solicitation. Responses should seek to avoid information in excess of what is requested, must be concise, and must specifically address the requirements of this competitive solicitation.

The responses shall be organized and divided into the sections indicated. The "Response Attachments" are not inclusive of all the information that may be necessary to properly evaluate the response and determine whether the Bidder has the capacity to meet the requirements of the scope of work and specifications. Additional documents and information should be provided as deemed appropriate by the Bidder in response to specific requirements stated herein or through the competitive solicitation. The apparent silence of the scope of work and any amendment regarding any details or the omission from the scope of work of a detailed description concerning any goods or services requested, shall be regarded as meaning that only the best industry practices are to prevail, and that only goods and workmanship of first quality are to be delivered. All interpretations of the scope of work shall be made upon the basis of this Solicitation and if the Solicitation is silent, basedn industry standards of best practices**.**

3. Financial Plan, Capital, and Capabilities

The City may request the firm's financial audits and statements for the past two (2) reporting years (Income Statements and Balance Sheets). If your firm has financial audits and statements prepared by both existing employees and an external auditor or accountant, submit the financial audits and statements completed by the external auditor or accountant. Demonstrate your financial soundness and history of meeting financial obligations. Pursuant to Florida Statute 119.071 (1) General exemptions from inspection or copying of public records. (c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. Provide a general description of their financial condition and identify any conditions (e.g. bankruptcy, pending litigation, impending mergers) that may affect your firm's ability to perform and/or complete the work.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

4. ITB Schedule

Advertise Date	04/18/2025
Pre-bid Conference	N/A
Deadline for Questions	05/09/2025
Close Date and Time	05/14/2025
Projected Award/Commission Date	TBD
Contract Commencement Date	TBD

The City, in its sole discretion, reserves the rights to change this schedule of events.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

SECTION II - EVALUATION AND AWARD PROCEDURES

The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all responses, or terminate the competitive solicitation process at any time and secure the solicited products and services by any other lawful means. The City also reserves the right to waive minor irregularities or variations to the specifications and in the competitive solicitation process.

1. Variances

For purposes of evaluating responses, Bidders must submit any change, variance or exclusion requests, from the terms, conditions, specifications, scope of work, minimum qualifications, and other requirements contained in the solicitation and any addenda. All requested changes, exclusions or variances to the terms and conditions must be submitted during the Question and Clarification period stated in the ITB.

If variances are not submitted during the Question and Clarification period, it will be assumed that the Bidder accepts all requirements in the solicitation and any addenda, and that the products and/or services quoted fully comply with the requirements.

All requested variances submitted are subject to review and approval by the City. Any modifications to the ITB documents will be incorporated via an addendum. The City reserves the right, in its sole and absolute discretion, to accept or reject any requests for changes, variances or exclusions. Further, the City reserves the right, in its sole and absolute discretion, to deem a Bid response containing variances as non-responsive and not consider the Bid response for award.

2. Evaluation Procedures

a. After the sealed Bids are opened, City staff, in consultation with the City's consultant as applicable, shall examine the documentation submitted in the Bids to determine the responsiveness and responsibility of each response received. Responses will be evaluated to ensure each response:
    i. Fully conforms in all material respects to the solicitation and all of its requirements, including the completion and submission of all required forms and information (Responsive)
    ii. Is fully capable to meet all of the requirements of the solicitation and resulting contract, possesses the full capability, including financial and technical, to perform as contractually required and is able to demonstrates the ability to provide good faith performance (Responsible)
    iii. Bidder is in the business of providing the products and/or services required and possesses sufficient financial stability, personnel, equipment, and organization to ensure that it can satisfactorily perform the work if awarded a contract (Qualified). Responsiveness, responsibility, and qualifications are further defined in the General Terms and Conditions. Additionally, minimum qualifications, including licensing and

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

certification requirements, are stated in the Special Terms and Conditions.

b. The City reserves the right to conduct site visits to Bidder's facilities to inspect record keeping procedures, staff, facilities, and equipment at any point during the evaluation process.

3. Contract Award

a. Although it is the intent of the City to enter into a contract for the products and services contemplated in this competitive solicitation, the City is under no obligation to make an award pursuant to this competitive solicitation.

b. The City reserves the right to award the contract to one or multiple Bidders who will best serve the interest of the City. Award of this contract shall be made to the responsive and responsible Bidder(s) providing the lowest price(s), best value and availability of the required products and services.

c. An award recommendation to the lowest responsive, responsible Bidder will be made by Procurement with concurrence by the using department director that the Bidder is able to meet the requirements of the bid specifications.

d. Award recommendations will be presented to the City Commission for their final approval. The City Commission has full discretion to reject all bids and waive minor irregularities in the bid.

4. City's Exclusive Rights

The City reserves the exclusive rights to:

a. Waive any deficiency or irregularity in the selection process.
b. Accept or reject any or all qualifications statements or bids in part or in whole;
c. Request additional information as appropriate.
d. Award all or a portion of the services set forth in this ITB to one or more Bidders as determined to be in the best interest of the City.
e. Reject any or all submittals if found not to be in the best interest of the City.
f. In the event of a sole Bid, the City reserves the right to reject the sole Bid.

5. Contract Execution

By submitting a Bid in response to this ITB, Bidder acknowledges and agrees that (i) no enforceable contract shall be in force until the contract is fully executed by the City; (ii) that no action shall require the City execute such contract; and (iii) that each Bidder waives all claims to damages, lost profits, costs, expenses, reasonable attorney's fees, or other costs, as a result of the City not executing the contract.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

SECTION III - GENERAL TERMS AND CONDITIONS

1. Independent Contractor

The Bidder represents itself to be an independent contractor and shall not represent itself or its employees to be employees of the City of Deerfield Beach. Therefore, the Bidder shall assume legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses for Bidder's operations, officers, employees and agents, and agrees to indemnify, save, and hold the City of Deerfield Beach, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2. Subcontractors

If the Bidder proposes to use subcontractors in the course of providing the requested products and/or services to the City, Bidder shall disclose and include the name and specific type of good or service to be provided by the subcontractor as part of the Bidder's response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. successful Bidders may also propose in writing the use of subcontractors during the term of the contract or changes to subcontractors during the term of the contract; the City reserves the right to approve or disapprove of any modifications to subcontractors during the term of the contract with shall not be unreasonably withheld and provided in writing. The City reserves the right to approve or disapprove of any proposed subcontractor in its best interest.

3. Addenda, Changes, and Interpretations

It is the sole responsibility of the Bidder to notify the City in writing and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the "Deadline for Questions" as indicated in Section I, ITB Schedule, as may be amended by the City. Requests for clarification, modification, interpretation or changes must be submitted electronically via the City eProcurement Marketplace. Requests received after the deadline for questions will not be addressed.

Clarifications, modifications, interpretations, and changes shall only be made by the issuance of official addenda by the City. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City. All requests from Bidders and explanations from the City shall be communicated via the eProcurement Marketplace. All addenda are a part of the competitive solicitation documents and each Bidder will be bound by such addenda, whether or not acknowledged by them. It is the responsibility of each Bidder to read and comprehend all addenda issued. Addenda will be posted no later than the "Last Date for Addenda" indicated in the "Tentative Schedule of Events".

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

4. Multiple Responses

More than one response to this competitive solicitation from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Such a circumstance will lead to rejection of all responses in which the Bidder is involved, except for circumstances where Bidder is the subcontractor listed in another Bidder's response. If there is reason to believe that collusion exists between Bidders, those parties' responses will be rejected and deemed for City purposes to be a conviction of a public entity crime.

5. Omission of Details

The apparent silence of the specifications and any amendment regarding any details or the omission from the specifications of a detailed description concerning any services or material requested, shall be regarded as meaning that only the best industry practices are to prevail, and that only material and workmanship of first quality are to be used.

6. Mistakes

Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, and delivery instructions pertaining to the solicitation. Failure of the Bidder to examine all pertinent documents shall not entitle them to any relief from the conditions imposed herein and may lead to rejection of the response.

7. Costs Incurred

The City shall not be liable for any costs incurred by Bidders in responding to or in any way participating in this solicitation.

8. Withdrawal of Responses

Any response may be withdrawn up until the Close Date and time. Any response submitted to the City and not withdrawn prior to the Close Sate and time shall constitute an irrevocable offer to the City to provide the product and/or services set forth in the solicitation. Bidder warrants by virtue of submitting the response that the response and any prices quoted in the response will be firm for acceptance by the City for a period of one hundred eighty (180) calendar days from the close date unless otherwise agreed upon by the City and Bidder.

9. Acceptance of Responses / Minor Irregularities

Any or all responses to solicitations may be rejected by the City Manager in whole or in part when it is in the best interests of the City. The City reserves the right to accept or reject any or all responses, part of responses, and to waive minor irregularities or variances to specifications contained in responses that do not make the response conditional in nature, and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract, does not give a respondent an

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other Bidders, and does not affect the fundamental fairness of the solicitation process.

10. Responsive

In order to be considered responsive to the solicitation, the Bidder's response shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

11.Responsible

In order to be considered as a responsible Bidder, Bidder shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

12. Bidder's Qualifications

Bidder shall be in the business of providing the goods and services required and must possess sufficient financial support, equipment, personnel and organization to ensure that it can satisfactorily perform the work if awarded a contract. The City shall have the right to investigate the financial condition, experience record, qualifications, facilities, equipment and references of each Bidder and determine to its satisfaction the competency, reputation, quality of goods and services, and responsibility of each to perform the required work, meet the specifications, and conform in all material respects to the solicitation and all of its requirements.

a. Bidder shall satisfy the Minimum Qualifications and Requirements in the ITB Attachment. Failure to do so may result in the response being deemed non-responsive or non-responsible and not considered for award.

13. Order of Precedence

In the event of inconsistency between provisions of this solicitation and the resulting contract, the inconsistency shall be resolved by giving precedence in the following order:

a. The contract
b. Contract attachments
c. Bidder's response and response enclosures whether attached or incorporated by reference
d. Scope of Work that includes all requirements and technical specifications
e. Contract General Conditions
f. Contract Special Terms and Conditions
g. Contract General Terms and Conditions. General Conditions of the Construction contract will control in the event of conflict with any of the documents.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

14. Licenses and Certifications

The Bidder shall be appropriately licensed to perform the work and provide the products and services required. Bidder shall possess by the closing date and time all required licenses and certifications necessary to perform the requested service or provide the requested goods; unless the issuance of such license or certification is contingent upon the work to be performed under the resulting contract. The Bidder shall be responsible for all costs associated with obtaining and maintaining all required licenses, certifications, and permits. Copies of all required licenses and certifications shall be submitted with the Response as a matter of responsiveness.

15. Insurance and Surety Bonds

The Bidder's response shall include evidence of insurability meeting the minimum insurance requirements attached herein and evidence of Bidders ability to obtain required surety bonds, when insurance and surety bonds are required. The Successful Bidder shall not commence the work or otherwise perform the work as required by the resulting contract, until a certificate of insurance naming the City of Deerfield Beach as additionally insured and evidencing the provision of the required insurance in a form acceptable to the City, and required surety bonds have been received and approved by the City. The Bidder shall assume full responsibility and expense to obtain all necessary insurance and surety bonds.

16. Legal Requirements

By the submission of a Bid, the Bidder certifies that a careful review of the Solicitation Documents has taken place and that the Bidder is fully informed and understands the requirements of:

a. The solicitation documents.

b. The quality and quantity of services to be performed and goods to be provided.

c. The applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, governing this solicitation and the requested work. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

17. Protest Procedures

If a Bidder intends to protest a finding of Bidder's failure to qualify or proposed award, the Bidder may file a protest in accordance with the procedures set forth in Section 38-118 of the City Code. The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the protest bond are received by the Procurement and

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Contract Administration Division. The time stamp clock located in the Procurement and Contract Administration Division office shall govern when the protest was received.

a. **Protest of Failure to Qualify**

Upon notification by the City that a Bidder is deemed non-responsive and/or non-responsible, the Bidder, who is deemed non-responsive and/or non-responsible may file a protest with the Purchasing Agent by close of business on the third (3rd) business day after notification (excluding the day of notification) or any right to protest is forfeited. It shall be the sole responsibility of such Bidder to verify the operating hours of Procurement and Contract Administration Division.

b. **Protest of Award of a Contract**

After a Notice of Intent to Award a contract is posted on the City eProcurement Marketplace, any actual bidder who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may file a protest with the Purchasing Agent by close of business on the third (3rd) business day after posting (excluding the day of posting) or any right to protest is forfeited. It shall be the sole responsibility of such Bidder to verify the operating hours of Procurement and Contract Administration Division.

c. **Protest Fee**

Any Bidder filing a protest shall simultaneously provide a protest fee to the City in the form of a cashier's check or payment bond. The protest fee will be based on the estimated contract amount. The estimated contract amount shall be based upon the pending award amount submitted by the recommended bidder/proposer. If no contract amount was submitted, the estimated contract amount shall be the City estimated contract amount. If the protest is decided in the protester's favor, the entire protest fee shall be returned to the protester. If the protest is not decided in the protester's favor, the protest fee shall be forfeited to the City.

d. **Protest Fee Amount**
   i. For solicitations for term contracts that provide for an annual expenditure amount, the protest fee shall be in the amount of $1,000.00 for contracts with an estimated annual amount of $100,000.00 or less, or one percent (1%) of the estimated annual contract amount for contracts that exceed $100,000.00, with a maximum deposit of $10,000.00.
   ii. For all other contracts, $1,000.00 for contracts with an estimated annual amount of $250,000.00 or less, or one percent (1%) of the estimated annual contract amount for contracts that exceed $250,000.00, with a maximum deposit of $10,000.00.

e. **Protest Committee**
   A protest committee shall review all protests. If the Protest Committee denies the protest, the protester may appeal to the City Commission.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

f. **Protest Appeal**
Any actual bidder who is aggrieved by a determination of the Protest Committee may appeal the determination to the City Commission by filing an appeal with the City Clerk by close of business on the third (3rd) business day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the City Clerk.

18. Cone of Silence

In accordance with Section 38-127 of the City of Deerfield Beach Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall apply as follows:

a. The cone of silence shall be in effect beginning upon the advertisement for the competitive solicitation or during such earlier procurement activities as may be declared by the City Commission. The cone of silence shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids, or takes other action which terminates the solicitation process.

b. Any entity that seeks a contract, contract amendment, award, recommendation, or approval related to a competitive solicitation or that is subject to being evaluated or having its Bid evaluated in connection with a competitive solicitation, including the entity's representative(s) shall not have any communication with any City Commissioner, the City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a competitive solicitation, including any member of the evaluation committee.

c. The cone of silence shall not apply to written or oral communications with the City legal counsel or the Procurement and Contract Administration Division staff.

d. Any action in violation of this Code of Ordinances Section 38.127 shall be cause for disqualification of the Bid. The determination of a violation and the penalty shall be made by the City Commission.

19. Local Business Preference Program

a. The City established a local business preference program to facilitate local business participating in the competitive solicitation process. Except where prohibited by Federal requirements, Florida Statute, City policies, or funding source mandates to the contrary, and in accordance with City Code of Ordinances Section 38, preference shall be awarded to local businesses in the following manner:

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

i. When a responsive, responsible nonlocal business submits the lowest price Bid, and the Bid submitted by one or more responsive, responsible local businesses is within five percent (5%) of the Bid submitted by the nonlocal business, then such local business(s) shall have the opportunity, within five calendar days of notification by the Purchasing Manager or designee, to submit a best and final Bid equal to or lower than the amount of the low Bid previously submitted by the nonlocal business with the lowest Bid price. Thereafter, contract award shall be made to the responsive, responsible business submitting the lowest, best and final Bid. In the case of a tie in the best and final Bid between a local business and a nonlocal business, contract award shall be made to the local business.

ii. The determination as to whether a Bidder is a local business shall be made by City staff based upon documentation submitted by the Bidder with its Bid submission and as verified by the Procurement and Contracts Division.

b. This section shall not apply to professional services procured pursuant to the State of Florida Consultants Competitive Negotiation Act (CCNA), to direct acquisitions under Section 38-116(c), nor to solicitations utilizing federal funding sources in accordance with 2 CFR §200.319(b).

c. An eligible bidder must satisfy the criteria as set forth City Code of Ordinances Section 38. to include the following:

i. Bidder shall complete, fully execute, and provide all required information contained in the competitive solicitation related to the local business preference requirements.

ii. Bidder shall have no history, within the prior five (5) years, of non-performance, delinquent fees, liens, or Code violations.

d. The City, in its sole discretion shall determine whether a Bidder meets the criteria to qualify for a local business preference under the City Code.

20. Disadvantaged Business Enterprise Program

The City established a disadvantaged business enterprise program to encourage and foster the participation of Certified Business Entities (CBEs), in the city's competitive solicitation process by providing preference to CBEs as detailed in Section 38-130 of the City of Deerfield Beach Code of Ordinances. The City will accept CBEs including small business enterprises (SBEs), minority business enterprises (MBEs), women business enterprises (WBEs), and veteran

business enterprises (VBEs) certifications from Bidders, including their subcontractors identified in their response, as defined and certified by the Florida Department of Management, Office of successful Bidder Diversity or other certifying organizations or jurisdictions in accordance with Section 287.0943 (1) and (2) Florida Statutes.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

a. During the course of a competitive solicitation when a responsive, responsible non-CBE submits the lowest price bid, and a bid submitted by one or more responsive, responsible CBE is within five percent of the bid submitted by the non-CBE, then such CBE shall have the opportunity to submit, within five calendar days of notification by the Procurement and Contract Administration Division, a best and final offer equal to or lower than the amount of the low bid submitted by the non-CBE.

b. The price bid by the non-CBE shall not be revealed if exempted under Chapter 119 or 286, Florida Statutes contract award recommendation shall be made to the responsive, responsible business submitting the lowest responsive and responsible final offer. In the case of a tie in the best and final offer between a CBE business and a non-CBE business, contract award recommendation shall be made to the CBE.

c. For all other competitive solicitations where the objective factors used to evaluate the responses from bidders are assigned point totals, where evaluation of criteria, including and beyond price, is the determining factor for award, the total score of each individual evaluation committee member's total points of the CBE vendor will adjust upward by five percent.

d. In the case where a Bidder is claiming CBE participation by the use of permitted subcontractors identified in their response and where the subcontractor(s) is the CBE, subcontractor's portion of the work to be performed pursuant to the resulting contract shall equal at least 50 percent of the total work. Bidder shall provide information in the response to substantiate the subcontractor’s portion of the work meeting the 50 percent requirement.

e. A bidder shall complete, fully execute, and provide all required information contained in the competitive solicitation related to the disadvantaged business enterprise requirements.

f. For the purpose of determining the best value in the award of a competitive solicitation where both the local business and disadvantaged business preference are applicable, the local business preference shall take precedence over the small business preference.

g. In order to participate in the disadvantaged business enterprise program, Bidder shall have no history within the prior five years of non-performance, delinquent fees, liens, or code violations.

h. The disadvantaged business enterprise program shall not apply to a competitive solicitation process when prohibited by law, contract, grant, funding source or other regulation applicable to the competitive solicitation process, contract, or funding source, or when the city acts as the lead agency for a cooperative procurement.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

21. Ethics Code

Bidders are required to acquaint themselves with the provisions in the City of Deerfield Beach's Ethics Code Chapter 2, Article IX, City Code of Ordinances. The City Commission will strictly apply the Ethics Code, including Section 2-505 "Disclosure and Behavior Requirements of Applicants and Person/Entity seeking a City contract or currently doing business with the City". Bidder shall complete the "Ethics Code Disclosure" contained herein. Failure to do so may result in the response being deemed non-responsive.

22. Public Records / Confidential Information

a. Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Bidder's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

b. If the Bidder believes any of the information contained in the response is exempt from the Public Records Law, then the Bidder must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

c. Pursuant to Section 119.0701(2)(a), Florida Statutes, the Bidder must keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

23. Excluded Parties from the Competitive Solicitation Process

a. Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Bidder, successful Bidder, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat. for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list**.**

b. Pursuant to Section 287.135, Florida Statutes, a bidder may not bid on or submit a proposal for goods or services of $1,000,000.00 or more if at the time of bidding or submitting a proposal, the bidder:

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

i. Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel; or

ii. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 Florida Statutes; or

iii. Is engaged in business operations in Cuba or Syria.

24. Anti-Collusion

Pursuant to Chapter 838 Florida Statutes, it is unlawful for a bidder to knowingly and intentionally influence or attempt to influence any competitive solicitation of the City of Deerfield Beach. The Bidder certifies that it has not divulged, discussed or compared its response and the contents contained therein with other respondents, except subcontractors if they form part of the response, and has not colluded with any other Bidders or parties to a response whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of material or service. Any violation of this provision will result in the immediate cancellation of the contract and removal from the Vendor List.

25. Conflict of Interest

a. The Bidder covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the Bidder's diligent and proper performance of the services hereunder. The Bidder further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

b. No contract will be awarded to a Bidder who has City elected officials, officers or employees affiliated with it, unless the Bidder has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidder must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's vendor List and prohibition from engaging in any business with the City.

26. Entire Agreement

This competitive solicitation, all attachments and exhibits, addenda, and the resulting contract and/or purchase order states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations and agreements are merged herein or superseded hereby. If a contract will be executed, a draft contract containing the major business concerns for the City may be attached to this competitive solicitation.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

27. Waiver

No waiver or modification of any contract resulting from this solicitation or of any covenant, condition or limitation contained in it shall be valid unless the waiver or modification is in writing and duly executed by the party to be charged with it. Further, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, and duly executed by the party to be charged with the waiver or modification. The parties agree that provisions of this paragraph may not be waived except by a duly executed writing.

28. Warranty

a. Warranty of Title - The Bidder warrants that all goods and materials offered in their response or furnished under a resulting contract will be new unless otherwise specified and that Bidder possesses good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods and materials. All goods and materials not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

b. Warranty of Specifications - The Bidder warrants that all goods, materials and workmanship offered in their response or furnished under a resulting contract, whether by Bidder or its sub-contractors and successful Bidders, will comply with the specifications, plans, and other descriptions and requirements supplied or adopted.

c. Warranty of Merchantability - The Bidder warrants that the goods offered in their response or furnished under the resulting contract are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.

d. Warranty of Material and Workmanship - The Successful Bidder warrants all material and workmanship for a minimum of one (1) year from date of delivery and acceptance by the City. The Successful Bidder shall provide a warranty certificate or bond, in a form acceptable to the City Attorney's Office, stating the terms and conditions of the warranty, which terms shall be consistent with the requirements herein. If within the warranty period, or within such larger period of time as may be prescribed by law or warranted by the Successful Bidder and product manufacturers, any of the materials and workmanship is found to be defective or not in accordance with the contract documents, the Successful Bidder shall after receipt of a written notice from the City to do so, promptly correct the condition unless the City has previously given the Successful Bidder a written acceptance of such condition.

e. Warranty of Intellectual Property - The Bidder warrants that there has been no violation of copyright, patent, or other intellectual property rights either in the United States of America

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

or in foreign countries in connection with the work to be performed pursuant to this competitive solicitation and resulting contract.

29. Survivorship Rights

The contract pursuant to this competitive solicitation shall be binding on both parties to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors, and assignees.

30. Severability

If any term or provision of the contract resulting from this competitive solicitation is found to be illegal and unenforceable, such term(s) shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

31. Venue

The venue for any and all litigation arising out of the contract shall be in Broward County, Florida for state court actions and in the US District Court for the Southern District of Florida for federal court actions.

32. Service Test Period

If the Bidder has not previously provided the goods or services to the City, the City reserves the right to require a service test period to determine if the Bidder can perform in accordance with the requirements of the contract, to the City's satisfaction, and within the rights of the City in. The service test period shall be conducted under all specifications, terms and conditions contained in the contract.

33. Examination of Records

The Bidder shall keep adequate records and supporting documentation applicable to the subject matter of this ITB to include, but not be limited to, records of costs, time worked, working paper and/or accumulations of data, and criteria or standards by which findings or data are measured. Said records and documentation shall be retained by the Bidder for a minimum of three (3) years from the date the contract is completed and accepted by the City.

If any litigation, is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings, involving the records have been resolved, unless otherwise instructed by the City. Should any questions arise concerning this contract, the City and its authorized agents shall have the right to review, inspect, and copy all determining an award recommendation.

The length of such test period shall be determined by the City, and shall be an appropriate timeframe for the City to effectively evaluate the goods and services offered such records and

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at City expense. Any subcontractor(s) employed or utilized by the Successful Bidder shall be subject to these requirements and the Bidder is required to so notify any such subcontractor(s).

34. Transfer of Responsibility

Upon expiration, termination, or cancellation of the contract, the successful Bidder shall assist City of Deerfield Beach to ensure an orderly transfer of responsibility and/or continuity of those products and services required under the terms of the contract to an organization designated by City of Deerfield Beach, if requested in writing. The successful Bidder shall provide and/or perform any or all of the following responsibilities:

The successful Bidder shall deliver, FOB destination, prepaid, all records, documentation, reports, data, recommendations, master, or printing elements, etc., which were required to be produced under the terms of the contract to City of Deerfield Beach and/or to City of Deerfield Beach's designee within seven (7) calendar days after receipt of the written request. Any and all records which are on electronic media must be delivered in a format which is compatible with the system(s) currently in use by City of Deerfield Beach.

The successful Bidder shall agree to continue providing any part or all of the services in accordance with the terms and conditions of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract in the event City requests for successful Bidder to continue providing services for such extension period.

35. Quantities

No guarantee or warranty is given or implied by the City as to the amount that may or may not be purchased from any resulting contract. The City reserves the right to increase or decrease quantities or add or delete any item or quantity from the contract if it is determined to be in the best interest of the City in its sole discretion.

36. Risk of Loss

The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Successful Bidder until the delivery of completed project and facilities to the City, and inspection and final acceptance of the entire project by the City. Title to all goods, chattel and facilities shall pass to City upon delivery and acceptance of the goods by City as evidenced in writing.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

37. Delivery

All items shall be delivered FOB destination to a specified City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the contract.

38. Required Compliances and Regulations

In performing the Work, Bidder shall comply with all applicable Federal, State, County, City and local laws, rules and regulations.

39. Safety

a. The Successful Bidder shall be responsible for coordinating, funding, maintaining and supervising all safety precautions, measures, and programs for the Work consistent with applicable law and industry standards. The Successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.

b. The Successful Bidder shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:
   i. All employees on the work site and all other persons who may be affected thereby.
   ii. The work and all materials and equipment incorporated therein.
   iii. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the work.

c. Occupational Health and Safety - In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

   i. The chemical name and the common name of the toxic substance.

   ii. The hazards or other risks in the use of the toxic substance, including:

      (1) The potential for fire, explosion, corrosivity and reactivity;

      (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

      (3) The primary routes of entry and symptoms of overexposure.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

iii. The proper precautions, handling practices, necessary personal protection equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.

iv. The emergency procedure for spills, fire, disposal and first aid.

v. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

vi. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

40. Clean-Up and Worksite Appearance

The Successful Bidder shall at all times keep the Work site free from accumulation of waste materials, rubbish and debris. At the completion of the Work, Successful Bidder shall remove all waste materials, debris, tools, equipment, machinery, and surplus materials from and about the worksite, and return the worksite to a condition suitable for use by the City. All waste materials, rubbish and debris shall be disposed of in accordance with all Federal, State and local codes and regulations.

41. Commercial Refuse Collection

Per Chapter 58, Division 4 of the City's Code of Ordinances, the City is the exclusive provider for collection and disposal of commercial refuse within the City. Successful Bidder shall comply with the City's regulations addressing commercial refuse.

42. Non-exclusive Agreement

Bidder agrees and understands that any contract entered into pursuant to this competitive solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

43. Background Checks

a. In accordance with Section 38-140 of the City of Deerfield Beach Code of Ordinances, any contracts which require a successful Bidder, subcontractor, to perform work in or on city property, as defined in Section 38-115, that is open to the public, where the successful Bidder or any sub-contractor or employees will perform work or services in close proximity to facilities with minors, the elderly, or persons with special needs of where the services are of a nature which would reasonably warrant background checks.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

b. Criminal background checks shall be conducted through the Florida Department of Law Enforcement's Computerized Criminal History (CCH) database (Level I) or through the National Crime Information Center (NCIC) data base (Level II) as specified and required in this competitive solicitation. The successful Bidder shall, at its expense, obtain a criminal background check for each of its employees having access to city property prior to beginning the work, and depending on the contract's term, on an annual basis thereafter.

c. The successful Bidder shall ensure a similar background check has been done of its subcontractors' employees who will have access to city property.

d. The successful Bidder shall, at their expense, be required to submit an affidavit on the form provided with this ITB certifying that background checks shall be completed for all employees who will perform work on city property that is open to the public.

e. The successful Bidder shall submit such affidavit to the City contract administrator prior to any work being performed.

f. Successful Bidder or consultant shall maintain such records of the criminal history checks for each person doing work on City property during the contract period and for one year thereafter and shall make such records available for inspection and verification by the City.

g. If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the successful Bidder shall not assign the individual to any work in or on City property that is open the public. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the City's express written authorization.

h. For all new hires to perform the required services, successful Bidder shall conduct the background checks on the new hire at the time of the hire.

i. The City reserves the right to approve or disapprove whether the successful Bidder’s or consultant’s employees perform the services for the City. Disapproval would apply solely to this contract and shall have no bearing on the Bidder’s employment of an individual outside of this contract.

44. Excluded Parties from the Competitive Solicitation Process

a. Successful Bidder certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the successful Bidder or its

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

subcontractors are found to have submitted a false certification; or if the successful Bidder, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the successful Bidder certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the successful Bidder, its affiliates, or its subcontractors are found to have submitted a false certification; or if the successful Bidder, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The successful Bidder agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this Agreement. d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

d. In accordance with City of Deerfield Resolution, the City Manager and appropriate City officials shall review all City contracts and successful Bidders to ensure consistency with all federal sanctions against Russia and confirm the City is not doing business with Russian companies; directing the divestment of investments in Russia and with Russian-related institutions, companies or entities, and individuals; providing for implementation and an effective date.

45. Manner of Performance and Personnel

a. The successful Bidder shall perform the Work in a competent and professional manner satisfactory to the Owner in accordance with the terms and conditions of this Agreement. The Owner shall be entitled to satisfactory performance of all Work described herein and to full and prompt cooperation by the successful Bidder in all aspects of the Work. At the request of the City, the successful Bidder shall promptly remove from the Project any successful Bidder employee, subcontractor, or any other person performing Work under the Agreement.

b. The successful Bidder shall defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any successful Bidder's personnel performing services hereunder at the behest of the City. Removal and replacement of any

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

successful Bidder's personnel as used in this Article shall not require the termination or demotion of such successful Bidder's personnel.

c. The successful Bidder shall employ, maintain and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the Contract requirements.

d. The successful Bidder agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the City, should the City make a determination, in its sole discretion, that said staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

e. The successful Bidder warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Work described herein, in a competent and professional manner. Each employee of successful Bidder shall have and wear proper identification and shall comply with any of City applicable security policies and procedures while performing any Work under this Agreement. Successful Bidder shall require each employee of its subcontractors to have and wear proper identification, and comply with all City applicable security policies and procedures while performing any Work under this contract.

f. The successful Bidder shall, at all times, cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Work.

46. Indemnification

The parties agree that one percent (1%) of the total compensation paid to the Successful Bidder for the work of an awarded contract shall constitute specific consideration to the Successful Bidder for the indemnification to be provided under the awarded contract. The Successful Bidder shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Successful Bidder, and other persons employed or utilized by the Successful Bidder in the performance of the awarded contract. The provisions of this section shall survive the expiration or earlier termination of the awarded contract. To the extent considered necessary by contract Administrator and City Manager, any sums due to the Successful Bidder under the awarded contract may be retained by City until all of City's claims for indemnification pursuant to the awarded contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

47. Draft Contract

A draft copy of the Contract is attached to this competitive solicitation and includes the major business concerns for the City. This is the Agreement that will govern the Successful Bidder's performance and shall be executed by the Successful Bidder. All Bidders, by submission of their bids, agree to execute this Agreement, or a substantially similar Agreement, if selected by the City to perform the Work. The final Agreement may not be in the same form as the Draft Agreement.

48. Piggybacking

Successful Bidder may, if it has sufficient capacity or quantities available, and if legally allowed, provide to other government agencies, so requesting, the products or services awarded in accordance with the terms and conditions of this competitive solicitation and the resulting contract.

49.E-Verify

The successful Bidder shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the successful Bidder, the successful Bidder may not be awarded a public contract for a period of one year after the date of termination.

50. Debarment

By submitting a response to this solicitation, Bidder acknowledges that the City has the right to debar or suspend a person in accordance with Section 38-124 of the City Code for the person's:

a. Material misrepresentation or omission to the City;
b. Breach of contract with the City;
c. Felony convictions, convictions of crimes involving moral turpitude, or "public entity crime convictions" of a "person" or an "affiliate" of a person, as defined in Section 287.133, Fla. Stat.;
d. Failure to comply with the cone of silence; or
e. A finding of violation of the state ethics law or a county or municipal ethics ordinance.

51. Responsible Vendor Determination

Bidder is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of, or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

SECTION IV - SPECIAL TERMS AND CONDITIONS

To be considered responsible and eligible for contract award, the Bidder must demonstrate that it meets the mandatory minimum qualification requirements as set forth in the ITB and its exhibits and attachments to include, but not limited to the following. The Bidder shall submit documentation and information as required demonstrating compliance with the requirements. The City reserves the right to request additional documentation or to conduct a site visit as a means of determining responsibleness.

1. **Mandatory Minimum Qualifications**
    a. Required Licenses and Certifications: Bidder or subcontractor (s) of Bidder, or key personnel of Bidder proposed to perform the Work shall possess all licenses, certifications and credentials to perform the work, and shall provide a copy of such licenses, certifications, and other credentials with Bidder's response.

    b. Experience: Bidder and key personnel of Bidder proposed to perform the Work shall have experience at successfully performing the type of work requested herein.

    c. Capacity: Bidder must have the necessary facilities, ability, and financial resources to provide the service specified herein in a satisfactory manner.

    d. Past Performance: The Bidder must have a history of good performance. The City may make reasonable investigations deemed necessary and proper to determine the ability of the Bidder to perform or provide the services specified herein.

2. **Draft Contract**
    A draft copy of the Contract is attached to this competitive solicitation and includes the major business concerns for the City. The City reverses the right to negotiate a final contract with the Offeror being recommended for award. The final contract to be presented to the City Commission for award may include mutually negotiated and agreed upon terms and conditions including but not limited to changes in quantities, prices, scope of services, or other contract provisions. However, the final Contract shall substantially comply with and be consistent with the intent of the competitive solicitation and the Offeror's response. The final Contact need not be in the same form as the draft contract.

3. **Non-Exclusive Contract**
    Offeror agrees and understands that any contract entered into pursuant to this competitive solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

4. Delivery

(a) All items shall be delivered FOB destination to a specified City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the contract.

(b) Deliveries shall be made within ten (10) calendar days after receipt of an order. In the event delivery cannot be made within ten (10) calendar days, the contractor shall immediately notify the ordering department. The City, in its sole discretion, may accept the delivery date, or cancel the order in part or in its entirety. The City of Deerfield Beach reserves the right to terminate the contract in the event of repeated delays in delivery.

5. Inventory

The contractor shall have access to adequate inventory to attain 100% fill rate. A 100% fill rate shall mean that 100% of the high use items will be delivered within seventy-two (72 hours after receipt of order. The City of Deerfield Beach and all other Cooperative Group agencies reserve the right to require proof of access to inventory. The vendor shall immediately notify the ordering department of each respective agency when they are out of stock of product due to circumstances beyond their control, or other supply chain issues effected delivery. The City and all other Cooperative Group agencies reserve the right to procure out of stock items from other sources in these circumstances.

6. Sample and Demonstrations

When requested, samples are to be furnished free of charge to the City. If a sample is requested it must be delivered within seven (7) days of the request unless otherwise stated in the bid. Each sample must be marked with the Offeror's name and manufacturer's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the Offeror

7. Contract Term

(a) Initial and Renewal Options - The initial contract term shall be for three (3) years and shall commence upon final execution of the Contract by the City or as otherwise indicated in the final contract. The City reserves the right to renew the contract for three (3) additional one (1) year renewal terms providing all terms conditions and specifications remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager. The City Manager shall execute any renewal contract.

(b) Contract Extension - In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Proposer shall

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

be compensated for the service at the rate in effect when this extension clause is invoked by the City.

8. Price

(a) Offeror shall quote a firm, fixed price for the items listed in the "Bid Line Items" tab. Prices shall include all costs associated with the products and services being solicited including labor, equipment, supplies, management, travel, etc.

(b) Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, unit amounts shall govern. Discrepancies in the multiplication of units will be resolved in favor of the Unit Costs. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. In the event such discrepancy is discovered by either party after the competitive solicitation closes, Offeror understands and accepts that no correction(s) shall be made, and the prices offered shall remain firm.

(c) All applicable discounts shall be extended to City and shall be part of the prices offered. Offeror may bid only one (1) discount for each Line Item. Chain discounts are not acceptable and will not be considered in determining an award.

(d) Offeror warrants by virtue of submitting a response that prices will be firm for acceptance for a period of Ninety (90) calendar days from the date of solicitation closing, unless otherwise agreed to by both parties.

9. Price Adjustments

(a) If during the contract the contract period, the City is able to purchase the products specified herein on the open market at prices less than the contract price, the contractor shall meet these prices or the City may rebid the products and services.

(b) Percentage discounts for all products and services purchased resulting from this competitive solicitation process shall remain firm for the initial contract term. Prices for subsequent optional renewal terms shall be subject to an adjustment only if increases in the industry occur. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract term then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the expiration of the current contract term. Any approved cost adjustment shall become effective on the first date of the renewal term.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

(c) In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in prices that reflect the cost change in the CPI or industry.

(d) The City has the right to refuse to accept a requested price increase or decrease if it is not properly documented, submitted less than ninety (90) days from the contract expiration date, or considered by the City to be excessive or insufficient. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be terminated for convenience.

10. Reporting Requirements

The Contractor (s) shall furnish to the Lead Agency a detailed Summary of Sales report on a semi-annually basis during the contract period. The Summary of Sales report shall include the following information: contractor's name, contract name and number, the total dollar sales volume for each group during the reporting period for each participating agency. The report may be provided in greater detail, but no less than the requirement stated

11. Invoices and Payments

(a) Each Agency's invoice and payment, requirements and processes vary. Each Agency has specific requirements that must be met. The vendor shall insure that all invoices clearly state the purchase order number, date of delivery, delivery location, item description, quantity, list price, percentage discount per the contract, contract price, total price, and other requirements required by individual agencies.

(b) The Contractor and the City shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80

12. Safety

(a) The Successful Offeror shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Successful Offeror shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.

(b) The Successful Offeror shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:

(i) All employees on the work site and all other persons who may be affected thereby.

(ii) The work and all materials and equipment incorporated therein.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

(iii) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the work.

(c) Occupational Health and Safety - In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

(i) The chemical name and the common name of the toxic substance.

(ii) The hazards or other risks in the use of the toxic substance, including:

(1) The potential for fire, explosion, corrosivity and reactivity;

(2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

(3) The primary routes of entry and symptoms of overexposure.

(i) The proper precautions, handling practices, necessary personal protection equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.

(ii) The emergency procedure for spills, fire, disposal and first aid.

(iii) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

(iv) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information

13. Taxes

The Offeror shall include in its bid price and pay all State and local sales consumer and use taxes.

14. Waiver of Ownership Proposals

The Bidder's response to this ITB becomes the property of the City. All documents, including but not limited to, detailed reports, studies, plans, drawings, photographs, specifications, and all other data furnished by the Bidder in response to this ITB shall become the property of the City.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

SECTION V - INSURANCE REQUIREMENTS

The Bidder's response shall include evidence of insurability meeting the insurance requirements stated herein. The Successful Bidder shall not commence the Work or otherwise perform the Work as required by the resulting contract until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the City. The Successful Bidder shall assume full responsibility and expense to obtain all necessary insurance.

1. General

a. Successful Bidder shall furnish to the Procurement and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after notification of award of the contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the contract (Solicitation Title and Number), and state that such insurance is as required by this contract. successful Bidder's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the contract.

b. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. successful Bidder shall pay all deductible amounts, if any. successful Bidder shall specifically protect City by naming the City and its elected officials, officers, employees, and agents as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.

c. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of successful Bidder is complete including all renewal terms. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the Work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

d. City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If successful Bidder uses a subcontractor, successful Bidder shall ensure that subcontractor names City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

2. Coverages

Successful Bidder shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this contract the following insurance as indicated with X's:

☒ **Commercial Liability Insurance -** A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars ($2,000.000.00) aggregate.

Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent successful Bidders, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific contract including any hold harmless and/or indemnification contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

☒ **Business Automobile Liability -** Business Automobile Liability shall be provided with minimum limits of One Million Dollars ($1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

☒ **Workers Compensation Insurance -** Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) aggregate limit by disease and One Million Dollars ($1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.

☒ **Pollution Liability Insurance -** Pollution Liability Insurance for bodily injury, property damage, clean-up costs or corrective action and defense coverage with a limit of no less than $10,000,000 each incident and a general aggregate limit of no less than $10,000,000. This insurance shall include coverage for, but not be limited to; sudden and accidental discharges; dispersal; seepage; release or escape of any solid, liquid gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids,

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

alkalis, toxic chemicals, medical waste and waste material into or upon land or any structure on land, the atmosphere or any watercourse or body of water, including groundwater.

☐ Other

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

SECTION VI - SPECIFICATIONS

1. Inventory

The City of Deerfield Beach is actively seeking bids from qualified vendors to provide Sulfuric Acid 93% (H2SO4) in bulk, delivered on an as-needed basis to the Water Treatment Plant Operations, 290 Goolsby Blvd, Deerfield Beach, FL 33442 and other participating SE Florida Governmental Purchasing Cooperative Group agencies as stated in this ITB. The City of Deerfield Beach is acting as the lead agency for the Cooperative as stated in this ITB. The City of Deerfield Beach is acting as the lead agency for the Cooperative Group for this bid. This will be a term contract.

2. Specifications

(a) Sulfuric Acid will (H2SO4) will be used by the City's Water Treatment Plant to produce drinking water, and all products bid must be authorized for such use by the City.

(b) This product is for use in the Water Treatment Plant's (membrane filtration system).

(c) Technical Grade: 93.19% minimum 66-degree Baume.

(d) Total iron content shall not exceed twenty-five parts per million (25ppm)

3. Certification and Testing

(a) The Sulfuric Acid supplied shall be listed by the National Sanitation Foundation (NSF) as being in full compliance with NSF/ANSI Standard 60 for Drinking Water Treatment Chemicals – Health Effects. The Contractor shall submit with their Response Attachments proof of certification that the product offered conforms to NSF/ANSI Standard 60.

(b) The City reserves the right during the contract period to determine by independent test if the product supplied by the Successful Offeror meets the specifications herein. If test meets the specifications, then cost of the test shall be paid for by the City. If the test does not meet the specifications, then cost of the test shall be paid for by the Successful Offeror. In addition, the facilities of the Florida State Department of Agriculture testing laboratories may be used for any referee testing.

(c) Offerors shall submit with their Response Attachments certified laboratory tests within the past six (6) months to substantiate minimum and average figures, along with a typical analysis of the Sulfuric Acid 93% product offered listing all impurities, detailed technical product specifications with applicable Material Safety Data Sheet (MSDS), and proof that the product bid has been approved by applicable Federal agencies for use in drinking water. Reference Exhibit A – Material Data Sheet (MSDS) for the current product used by the City.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

4. Standardization / Variances

The City intends to purchase a product as specified and contained herein. In no way does the City of Deerfield Beach intend to limit competition to one bidder. State any and all variances clearly in writing. Wherever in these contract documents a particular brand, make of material, manufactured article, device or equipment is shown or specified, such brand, make of material, manufactured article, device or equipment should be regarded as the standard.

5. Delivery

(a) The Contractor shall be notified by email, telephone, or facsimile for requested deliveries and shall make deliveries within seventy-two (72) hours of the request or as otherwise specified by the Bidder on the Bid Schedule. Deliveries shall be made in 25-ton increments. All deliveries shall be made on weekdays, excluding holidays observed by the City, between the hours of 8:00 a.m. and 2:00 p.m. The City of Deerfield Beach reserves the right to terminate the contract in the event the delay in delivery is deemed unacceptable.

(b) The Contractor shall ensure that the product is delivered in clean containers/tanks and is free of contamination. If the stock is contaminated, the Contractor shall be liable for all cost associated with disposal of contaminated material, cleanup of storage facilities and full replacement of product at the Contractor's expense. The city reserves the right to reject any delivery that has been contaminated or does not conform to product specifications.

(c) The transfer of product from the delivery to the City's storage tanks shall be the sole responsibility of the Contractor. The Contractor shall be responsible for all health, safety, and costs associated with the transport and delivery of the product, to include but not limited to chemical spills and related cleanups.

(d) The fill lines to the City's storage tanks are equipped with a 2-inch, male, quick-connect coupling. In order to protect the acid tank fill line, transfer of acid must be performed at low pressure (25-30 psi).

6. Substitutions

(a) The City shall not accept substitute shipments of any kind. Contractor shall furnish the product specified in the bid once awarded. Any substitution of material will require prior written approval by the City of Deerfield Beach. Any substitute shipments that have not received the prior written approval of the City shall not be accepted and shall be returned at the expense of the Contractor.

(b) If a bid item is discontinued by the manufacturer during the period of award and the bid item is not available from within the vendors or manufacturers inventory, then the vendor shall advise the Purchasing Departments of all agencies, in writing, of non-availability of the bid item and shall include complete descriptive, technical literature on

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

the item offered to replace the discontinued bid item and, upon written approval, shall furnish the replacement item at the same firm price offered for the original bid item or at a lower price during the remainder of the period of award. Samples of replacement items, if requested, must be supplied for evaluation by the appropriate City staff. The City of Deerfield Beach shall not be held liable for any damages incurred to equipment during evaluation.

7. Samples and Demonstrations

When requested, samples are to be furnished free of charge to the City. If a sample is requested, it must be delivered within seven (7) days of the request, unless otherwise stated in the bid. Each sample must be marked with the Offeror's name and manufacturer's brand name. The City will not be responsible for returning samples. The city may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the Offeror.

8. Reporting Requirements

The Contractor(s) shall furnish to the City of Deerfield Beach, acting as lead agency for the Cooperative Group agencies, a detailed Summary of Sales report on a semi-annually basis during the contract period. The Summary of Sales report shall include the following information:

- Contractor's name
- Contact name and
- Tonnage for each participating Cooperative Group agency
- Total dollar sales volume for each participating Cooperative Group agency

The report may be provided in greater detail, but no less than the requirement stated herein.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Deerfield Beach
Florida

June 12, 2025

NOTICE OF INTENT TO AWARD
A CONTRACT FOR
25-016 SULFURIC ACID 98% FOR WATER TREATMENT PLANT
TO
SHRIEVE CHEMICAL COMPANY, LLC. AND INTERACID NORTH AMERICA, INC.

Please be advised that the City of Deerfield Beach staff has reviewed the responsive and responsible bids received and concluded that the responsive and responsible offer was submitted by Shrieve Chemical Company, LLC., and Interacid North America, Inc. Therefore, staff is recommending award of the subject contract to two (2) contractors as followed: primary: Shrieve Chemical Company, LLC.; secondary: Interacid North America, Inc. The recommendation is scheduled to be presented to the City Commission at the July 8, 2025 City Commission meeting, but is subject to change.

Please be advised that a cone of silence is still in effect until the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive method, or takes other action which ends the sealed competitive method process pursuant to Section 38-127 of the City Procurement Code. Should you have any questions please contact the Procurement and Contract Administration Division at 954-250-4039. We appreciate the time and effort put forth by all those who responded to this solicitation and hope you continue to show interest in City of Deerfield Beach projects.

Best Regards,

Eddyson Etienne
Senior Buyer

ITB 25-016
Shrieve Chemical
Supplier Response

Event Information

Number: ITB 25-016
Title: Sulfuric Acid 93% for Water Treatment Plant Operations
Type: Invitation to Bid
Issue Date: 4/18/2025
Deadline: 5/14/2025 02:00 PM (ET)
Notes: The City of Deerfield Beach is soliciting sealed responses from qualified vendors to submit bids to provide the City and participating members of the Southeast Governmental Cooperative Agency Group with 93% Sulfuric Acid for use in water utility operations, in accordance with the terms, conditions, scope of work for the above-mentioned Invitation to Bid (ITB).

The City will not Hold an Pre-Bid Conference.

Questions and Answers: The City provides a specified time for Vendors to ask questions and seek clarification regarding the

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

requirements of the solicitation. All questions or clarification inquiries must be submitted through eProcurement Marketplace by the date and time referenced in the solicitation document (including any addenda). The City will respond to all questions via eProcurement.

Licensing Requirements: The Vendor must possess Florida business license or current certificate of competency issued by Broward County Examining Board having jurisdiction over licensing of Contractors in the type of work involved in this contract. Refer to Qualification of Bidders for additional information.

The City of Deerfield Beach is exempt from Federal and State Taxes for tangible personal property tax.

The City of Deerfield Beach reserves the right to accept or reject any or all Bids, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.

Bids will be accepted through a secure mailbox at eProcurement (https://deerfield-beach.ionwave.net/HomePage.aspx) until the Deadline for Submission as indicated in this ITB. Late Bids will not be accepted. The City will only accept electronic bids for this ITB.

Contact Information

Contact: Eddyson Etienne
Address: Procurement and Contract Administration Division
A
2nd
City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441
Email: Eetienne@deerfield-beach.com

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Shrieve Chemical Information

Contact:	Chris Burns
Address:	1442 Lake Front Circle Suite 500 The Woodlands, TX 77380
Phone:	(281) 367-4226
Fax:	(281) 367-0071
Toll Free:	(281) 367-4226
Email:	cburns@shrieve.com
Web Address:	www.shrieve.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Chris Burns
Signature

cburns@shrieve.com
Email

Submitted at 5/14/2025 09:13:18 AM (ET)

Supplier Note

Shrieve Chemical Company has successfully supplied the Deerfield Beach Co-op for many years in the past. We have extensive experience as it relates to sulfuric acid supply. In addition we have long-term relationships with our producing partners and our carriers that helps to ensure success

Requested Attachments

Certified Business Entity (CBE) Certification

No CBE Claim.doc

If claiming CBE pursuant to the City Disadvantaged Business Enterprise Program, attach a copy of your firm's CBE Certification or your identified subcontractor’s CBE Certification. For more information reference the solicitation General Terms and Conditions.

Proof of Insurability

EvidenceofCoverage_W34186561.pdf

Attach proof of insurability meeting the minimum insurance requirements stated in the ITBC. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) or a letter from Bidder's insurer certifying that Bidder has the capacity and capability to obtain the required insurance.

Participation from Disadvantage Business Entity(s)

DBE.doc

If applicable, attach a list each DBE(s), CBE(s) or SBE(s), proposed for work on this project. Include the type of work each will perform and the projected dollar amount and/or percentage of the work to be assigned to each.

Experience

Shrieve Chemical Company - Experience.doc

Attach a description of Bidder's experience and background in the type of work detailed in this ITBC that includes resumes of key individuals and staff who will be assigned to the work that indicates their experience and background in the type of work they will be assigned.

Copies of Applicable Licenses and Certifications

Division of Corporations - 2025.pdf

As is applicable, attach copies of all licenses and/or certifications that Bidder and its personnel are required by law to possess to perform work on the project as well as any other licenses or certifications relative to the work.

Business Tax Receipt

SCC TAX EXEMPT CERTIFICATE 2025.pdf

Attach a copy of Bidder's most recent business tax receipt from the jurisdiction of Bidder's principal place of business, regardless of location.

W-9 Form

Shrieve Chemical Company LLC 2025 W9.pdf

Submit a copy of your firms W-9 Form.

Statement - Individuals with Legal Authority to Bind

authority bid.pdf

If applicable, upload the statement of individuals with legal authority to bind Bidder.

Florida Division Of Corporations Registration

Division of Corporations - 2025.pdf

Upload a copy of Bidder's current, registration with the Florida Division of Corporations that indicates the registration is 'Active". If a vendor is located out of state, they can register as a foreign corporation via https://dos.fl.gov/sunbiz/forms/corporations/#foreigncorp. All firms must have an 'Active' registration prior to the bid submittal deadline.

Qualifying Agent Documentation

Qualifying Agent.doc

Upload a copy of Bidder's Qualifying Agent's registration or certification along with supporting documentation confirming Qualifying Agent has been the Qualifying Agent for Bidder for three years.

Conflicts of Interests

Conflict of Interest - additional data.doc

If applicable, upload details regarding any potential for conflicts of interests.

Ethics Code Disclosure

Minimum qualifications - additional information.doc

If applicable, Upload all required documentation as identified in Attachment D, Minimum Qualifications - Section 9.

Attachment A - Supplier Performance Verification Form

Attachment A Supplier Performance Verification Form - completed.pdf

Upload a completed and fully executed Attachment A

Attachment B - E-Verify Compliance Verification Form

Attachment B E-Verify Compliance Verification Form - completed.pdf

Upload a completed and fully executed Attachment B

Attachment C - Background Check Affidavit

Attachment C Background Check Affidavit - completed.pdf

Upload a completed and fully executed Attachment C

Attachment D - Public-Entity-Crime-Statement

Attachment D Public Entity Crimes - completed.pdf

Upload a completed and fully executed Attachment D

Attachment E - Non-coercion Affidavit for Human Trafficking

Attachment E Affidavit Attesting to Noncoercive conduct for Labor Services - completed.pdf

Upload a completed and fully executed Attachment E

Attachment F - Statement of Compliance Byrd Anti-Lobbying

Attachment F Anti-Lobbying Certification - completed.pdf

Upload a completed and fully executed Attachment F

Attachment G - Minimum Qualf & Requirements

Attachment G - Minimum Qualf & Requirements.pdf

Upload a completed and fully executed Attachment G

Attachment H - BIDDER QUESTIONNAIRE

Attachment H Bidder Questionnaire - completed.pdf

Upload a completed and fully executed Attachment H

Attachment I - BID SIGNATURE FORM

Attachment I - Bid Signature Form - completed.pdf

Upload a completed and fully executed Attachment I

Response Attachments

20250509_134221(0).jpg

Photo

01030 - 060.pdf

NSF Verification

Sulfuric Acid 93 - 98% GHS SDS (002).pdf

Sulfuric Acid SDS

2025 NSF Test Report Sulfuric Acid - Riverview.pdf

NSF Test Results

Sulfuric Acid 93% Mosiac.doc

Mosaic 93% sulfuric acid spec sheet

IND_SULAC93_WhtSpr.pdf

Nutrien 93% Sulfuric Acid Spec Sheet

Bid Attributes

1	**BIDDER INSTRUCTIONS** The City deems certain documentation and information important in the determination of responsive and responsible and for the purpose of evaluating responses. All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient. Bidder shall submit the information and/or documentation requested that meets the Attributes. Failure to do so may result in the Bid response being deemed non-responsible, non-responsive and not considered for award.
2	**Drug-Free Workplace Programs** Bidder is claiming it has implemented a drug-free workplace in accordance with Florida Statutes 287.087 as defined below: Bidder hereby affirms that their business does: (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. Yes

3 Contract Indemnification

The parties agree that one percent (1%) of the total compensation paid by Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. Contractor shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

☑ I Affirm

4 Non-Collusive Affirmation

1. Bidder is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation;
2. Bidder is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response;
3. Bidder affirms its response is genuine and is not a collusive or sham response;
4. Bidder affirms that neither the Bidder nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
5. Bidder affirms the price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmant.

☑ I Affirm

5 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

☑ I Affirm

6 Local Vendor Affirmation

Bidder shall affirm if it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt.

Bidder must include its local business Tax Receipt in the "Response Attachments" tab if making this claim.

I am not a local vendor.

7 Certified Business Entity Affirmation

If Bidder is claiming CBE certification, Bidder must affirm at least 50% of the work to be performed is performed by a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Bidder must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work.

NOTE: If making this claim, Bidder shall include in the "Response Attachments" tab the CBE certification documentation for each CBE named. Reference the ITB, Section III, General Terms and Conditions, Item 20 for more details on CBE certification.

I am not a Disadvantaged Business Entity

8 Verification of Employment Status

Bidder affirms and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment status of:
a. all persons employed by Offeror who will perform employment duties within Florida during the term of the Contract if awarded, and;
b. all persons (including subcontractors) who will be assigned by Offeror to perform work pursuant to the Contract.
Bidder further acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System shall be a condition of the Contract.

☑ I Affirm

9 Individuals with legal authority to contract

Based upon Bidder's business structure, in this section include the name and title of each officer, principal, partner, member, or individual (if sole proprietor or partnership)within Bidder's organization, with the legal authority to contractually bind the business.

NOTE: If Bidder's response is being submitted by anyone other than those listed, provide evidence of delegated authority on Bidder's company letterhead, signed by one of the individuals listed above and include in Bidder's Response Attachments.

Jason VanVleet - CEO/CFO

10 Former Business Names

Under what other former names has Bidder's organization or officer, principal, partner, member, or individual (if sole proprietor or partnership) holding at least 30% interest in Bidder's business operated?

Not Applicable

11 Use of Subcontractors

Will Bidder be using any subcontractors to complete any portions of the work?

No

12 List of Subcontractors

If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program. If no, enter N/A.

Not applicable

13 Default and Non-Performance History

Has Bidder, in the past 7 years, been found in default of a contract, failed to complete any work awarded to Bidder, or otherwise been notified of issues of non-performance by a party to any contract with Bidder? If yes, provide details.

No

14 **Criminal Litigation History**

Does Bidder or any of its principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?

No

15 **Litigation, Arbitration, and Claims or Liens against Bonds**

As a prerequisite for qualification, the following shall apply:
a) Bidder shall not be involved in current/pending or past litigation/arbitration during the last five (5) years, which, can potentially have a material negative impact on its ability to execute this project;
b) Bidder shall not display an undesirable pattern of litigation with owners over construction matters;
c) Bidder shall not have had a claim against its bonding company in the last five (5) years wherein the bonding company was required to take over and complete the project or pay outstanding liens on the project.

Provide an explanation if Bidder does not meet any of these litigation, arbitration, claims or liens requirements.

Not Applicable

16 **Conflicts of Interests**

Bidder affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all Bidders must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 for your business.
Bidder, including any principal, officer, agent, or proposed subcontractor, shall not have a record of any conflicts of interest that have not been waived by the City Commission

NOTE: If Bidder confirms it has potential conflicts, **Bidder must submit details regarding any potential conflicts of interests in the "Response Attachment" tab.**

If yes, give City officer(s), employee or attorney(s)'s names(s) and position(s).

☑ Bidder has read Florida Statute 112.313
☑ Bidder affirms that it does not have conflicts
☐ Bidder confirms it has potential conflicts

17 **Attachment A – References & Vendor Performance Reference Verification Survey Form**

Bidder shall submit Vendor Performance Reference Verification Survey Forms completed by five references with its Response Attachments.

☑ I Affirm

18 **Attachment C - Background Check Affidavit**

Bidder affirms to conduct background checks in accordance to the City's Background Check Affidavit (Attachment C), if awarded the contract.

☑ I Affirm

Bid Lines

1 Sulfuric Acid 93% for Water Treatment Plant Operations as per bid documents.

Quantity: 15606 UOM: ton Unit Price: $259.90 Total: $4,055,999.40

Item Notes: Quantity is estimated and based on previous annual usage for all Co-Op Agencies listed under the Attachments Tab, Exhibit I -Co-op Participating Agencies

Item Attributes

1. Product Offered and Manufacturer Name.

93% Sulfuric Acid - Mosaic Fertilizer

2. Percentage H2SO4.

93%

3. Minimum Percentage of Sulfuric Acid.

93.2%

4. Average Percentage of Sulfuric Acid.

94%

5. Specific Gravity at 60 degrees Fahrenheit.

1.83

6. Product Weight (pounds per gallon).

15.3

7. Iron as Fe (ppm).

14

8. Minimum Order Requirement in Tons.

24

9. Delivery time after receipt of order in calendar days.

2

10. Index Used for Price Adjustments

Offeror shall state the Index used for price adjustments (Producer Price Index - Commodities (PPI) for Chemicals and Allied Products, Sulfuric Acid (Commodity Code 0613020T1) or (Green Markets, Sulfur Postings, Recovered LT, Tampa Contract).

The price will be tied to the Green Markets Tampa sulfur contract posting which currently is $270.00. The price will move up OR down $.33 for each $1.00 change in the posting the 1st day of the second month of each calendar quarter. Price changes are based on ship dates. For accounting purposes sulfur cannot go below zero.

11. State telephopne number for placement of orders.

(281) 367-4226

12. State e-mail address for placement of orders.

wstewart@shrieve.com

13. State telephone number for emergency contact after regular business hours.

(281) 367-4226

Response Total: $4,055,999.40



Detail by Entity Name

Foreign Limited Liability Company
SHRIEVE CHEMICAL COMPANY, LLC

Filing Information

Document Number	M22000001143
FEI/EIN Number	74-1994881
Date Filed	01/24/2022
State	TX
Status	ACTIVE

Principal Address

1442 LAKE FRONT CIRCLE, STE 500
THE WOODLANDS, TX 77380

Mailing Address

1442 LAKE FRONT CIRCLE, STE 500
THE WOODLANDS, TX 77380

Registered Agent Name & Address

BURNS, CHRIS
2301 CYPRESS GARDENS BLVD
WINTER HAVEN, FL 33884

Authorized Person(s) Detail

Name & Address

Title MGR

VANVLEET, JASON
1442 LAKE FRONT CIRCLE, STE. 500
THE WOODLANDS, TX 77380

Annual Reports

Report Year	Filed Date
2023	03/10/2023
2024	02/09/2024
2025	02/14/2025

Document Images

02/14/2025 -- ANNUAL REPORT View image in PDF format

02/09/2024 -- ANNUAL REPORT	View image in PDF format
03/10/2023 -- ANNUAL REPORT	View image in PDF format
01/24/2022 -- Foreign Limited	View image in PDF format

Florida Department of State, Division of Corporations

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Department of MANAGEMENT SERVICES

Menu

Home / Business Operations / State Purchasing / State Agency Resources / Vendor Registration and Vendor Lists / Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to section 287.1351, Florida Statutes.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance [575.81 KB]
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. [111.75 KB]
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC [85.95 KB]
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. [320.17 KB]
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC [1.78 MB]

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Updated 12/10/19

State Purchasing

Chief Procurement Officer (CPO) Memoranda

Executed Agency ACS Requests

State Contracts and Agreements

MyFloridaMarketPlace

Public Procurement Professional Development

Approved Drone Manufacturers

State Agency Resources

Statewide Travel Management System

Vendor Resources

State Purchasing Insurance Program (SPIP)

Contact Us

State Purchasing Website Feedback

Office of Supplier Development (OSD)

Document reader download links:

Adobe PDF Reader

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Frequently Asked Questions

Agency Organization

Copyright ©2025 Department of Management Services - State of Florida

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

ITBC No. 25-016

Bidder's Name: Shrieve Chemical Company, LLC

SUPPLIER PERFORMANCE VERIFICATION FORM

Bidder must attach a completed Supplier Performance Verification form for each reference in the Response Attachments tab in eProcurement Marketplace.

Reference Entity Name: Collier County Utilities

Reference Contact:

Contact E-mail: Gary.Newcomer@colliercountyfl.gov

Contact Phone #: 239-252-6255

Rate your experience with the above referenced supplier. Use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to perform work promptly or within the time specified, without delay. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 3
9. Rate the overall quality of performance of the Contractor. 3

Additional comments (optional):

Staff Supplies Product in Time Requested and No Issues Noted

Reference Printed Name: Gary Newcomer (Person completing survey) Title: Operator, Chief

Signature: (Person completing survey) Date: 5-9-25

******THIS SECTION FOR CITY USE ONLY******

Reference Verified by City Employee: Date:

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Deerfield Beach
Florida

ITBC No. 25-016

Bidder's Name: Shrieve Chemical Company, LLC

SUPPLIER PERFORMANCE VERIFICATION FORM

Bidder must attach a completed Supplier Performance Verification form for each reference in the Response Attachments tab in eProcurement Marketplace.

Reference Entity Name: Lakeland Electric

Reference Contact: Thomas Johnston

Contact E-mail: Thomas.Johnston@lakelandelectric.com

Contact Phone #: 863-834-6623

Rate your experience with the above referenced supplier. Use the following rating scale to answer the questions:

Ratings: **1 Poor** **2 Good** **3 Exceptional** **4 Not Applicable**

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to perform work promptly or within the time specified, without delay. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 3
9. Rate the overall quality of performance of the Contractor. 3

Additional comments (optional):

Reference Printed Name: Thomas Johnston (Person completing survey) Title: Engineer

Signature: (Person completing survey) Date: 5/12/25

******THIS SECTION FOR CITY USE ONLY******

Reference Verified by City Employee: _____ Date: _____

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

ITBC No. 25-016

Bidder's Name: Shrieve Chemical Company, LLC

SUPPLIER PERFORMANCE VERIFICATION FORM

Bidder must attach a completed Supplier Performance Verification form for each reference in the Response Attachments tab in eProcurement Marketplace.

Reference Entity Name: Martin County

Reference Contact: Derek Watson

Contact E-mail: dwatson@martin.fl.us

Contact Phone #: (386) 590-2622

Rate your experience with the above referenced supplier. Use the following rating scale to answer the questions:

Ratings: **1 Poor** **2 Good** **3 Exceptional** **4 Not Applicable**

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to perform work promptly or within the time specified, without delay. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 3
9. Rate the overall quality of performance of the Contractor. 3

Additional comments (optional):

Reference Printed Name: Derek Watson (Person completing survey) Title: Chief Plant Operator

Signature: Derek Watson (Person completing survey) Date: 5/8/2025

******THIS SECTION FOR CITY USE ONLY******

Reference Verified by City Employee: _____ Date: _____

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

ITBC No. 25-016

Bidder's Name: Shrieve Chemical Company, LLC

SUPPLIER PERFORMANCE VERIFICATION FORM

Bidder must attach a completed Supplier Performance Verification form for each reference in the Response Attachments tab in eProcurement Marketplace.

Reference Entity Name: Indian River County Department of Utility Services / Water Production

Reference Contact: Leon Liberus

Contact E-mail: LLIBERUS@INDIANRIVER.GOV

Contact Phone #: 772-226-3416

Rate your experience with the above referenced supplier. Use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 2
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to perform work promptly or within the time specified, without delay. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 2
8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 2
9. Rate the overall quality of performance of the Contractor. 3

Additional comments (optional):

While staff are very pleased with the level of service provided, they have expressed concerns that delivery personnel are not fully blowing off their lines, resulting in excess chemical needing to be drained into the containment system.

Reference Printed Name: Leon Liberus (Person completing survey) Title: Water Plant Superintendent

Signature: _____ (Person completing survey) Date: 5/9/25

******THIS SECTION FOR CITY USE ONLY******

Reference Verified by City Employee: _____ Date: _____

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Deerfield Beach Florida

ITBC No. 25-016

Bidder's Name: Shrieve Chemical Company, LLC

SUPPLIER PERFORMANCE VERIFICATION FORM

Bidder must attach a completed Supplier Performance Verification form for each reference in the Response Attachments tab in eProcurement Marketplace.

Reference Entity Name: City of Cape Coral, South R.O. Plant

Reference Contact: Sal Nuzzo

Contact E-mail: cnuzzo@capecoral.gov

Contact Phone #: 239-574-0868

Rate your experience with the above referenced supplier. Use the following rating scale to answer the questions:

Ratings: **1 Poor** **2 Good** **3 Exceptional** **4 Not Applicable**

1. Rate the level of commitment of the Contractor when performing the services. 2
2. Rate the competency and accessibility of the personnel performing the services. 2
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 2
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to perform work promptly or within the time specified, without delay. 2
7. Rate the accuracy, completeness and proper documentation of invoices. 1
8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 2
9. Rate the overall quality of performance of the Contractor. 2

Additional comments (optional):
Continuous billing and invoice errors

Reference Printed Name: Sal Nuzzo (Person completing survey) Title: Water Plant Operator Class A License

Signature: (Person completing survey) Date: 5-9-25

******THIS SECTION FOR CITY USE ONLY******

Reference Verified by City Employee: _____ Date: _____

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Deerfield Beach
Florida

E-VERIFY COMPLIANCE VERIFICATION FORM

Solicitation No: 25-016

Solicitation Title: Sulfuric Acid 93% for Water Treatment Plant Operations

Bidder Name: Shrieve Chemical Company, LLC ("Contractor")

Contractor and any sub-contractors shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the resulting Contract/Purchase Order, if awarded. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(a) All persons employed by Contractor to perform duties within Florida during the term of the contract; and

(b) All persons (including SUBCONTRACTORs/SUBVENDORs) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract/agreement is a condition of the contract with the City of Deerfield Beach.

By executing this form, I, Chris Burns, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Authorized Signature: _____ **Date:** 5/9/25

Print Name: Chris Burns **Title:** Marketing Director

STATE OF Florida

COUNTY OF Polk

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 9th day of May, 2025 (year) by Chris Burns (name of person making the statement) as MKE Dir (title) of Shrieve Chem Co LLC (company name), on behalf of Shrieve Chem Co (company name), who ☑ is personally known to me or ☐ has provided _____ as identification.

NOTARY'S SEAL:

Notary Public State of Florida
Kate Hall
My Commission HH 505201
Expires 7/24/2026

_____
NOTARY PUBLIC, STATE OF FLORIDA

Kate Hall
(Name of Acknowledger Typed, Printed or Stamped)

HH 505201
Commission Number

REVISED 1/10/2023

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

ATTACHMENT "C", BACKGROUND CHECK AFFIDAVIT

RFP/RSQ No. 25-016

STATE OF FLORIDA ( ) SS.
COUNTY OF (Polk)

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of 18 and am a resident of the State of Florida.

2. I am the Marketing Director (title) of Shrieve Chemical Co, LLC and I certify that I have the authority to make the representations set forth within this Affidavit.

3. Shrieve Chemical Company, LLC intends to enter into a contract with the City of Deerfield Beach for Sulfuric Acid 93%, ITBC No.25-016

4. The fulfillment of the Background Check as required per the terms and conditions of the Contract have been conducted through:

   ☒ The Florida Department of Law Enforcement's Computerized Criminal History (CCH) database (Level I)

   ☐ National Crime Information Center (NCIC) data base (Level II).

5. All criminal background checks must be conducted prior to any covered individual's initial access to City's property and, depending on the contract's term, on an annual basis thereafter.

6. I hereby certify that in accordance with requirements of Section 38-140 of the City of Deerfield Beach Code of Ordinances, background checks have been completed for all person employed by or under contract with the contractor, subcontractor, consultant or sub-consultant who is doing the work in or on city property and certify that no person who has been convicted or who has entered a plea of nolo contendere for any crime set forth within Section 38-140 shall perform work on city property. A list of such employees is set forth on page 3 of 3, attached hereto and made a part hereof.

7. I also certify that I shall maintain records of the criminal history checks for each person doing work on City property during the contract period and for one year thereafter and shall make such records available for inspection and verification by City.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Executed this 9th day of May, 2025

By _____
(Signature)

By Chris Burns, Marketing Director
(Printed Name and Title)

The foregoing was acknowledged before me this 9th day of May, 2025, by Chris Burns who is personally known to me or who has produced FL Drivers Lic. as identification and who did take an oath.

WITNESS my hand and official seal, this 9 day of May, 2025

(NOTARY SEAL)

Notary Public State of Florida
Kate Hall
My Commission HH 505201
Expires 7/24/2026

_____
(Signature of person taking acknowledgment)

Kate Hall
(Name of officer taking acknowledgment)

typed, printed or stamped

Notary
(Title or rank)

HH 505201
(Serial number, if any)

My commission expires:
07-24-2026

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Background Check Affidavit
List of Employees

RFP/RSQ No. 25-016

Name (First, Last)	Result
All Shrieve Chemical Company employees	Passed ☑ Failed ☐
have had background checks completed,	Passed ☐ Failed ☐
but will not access City property	Passed ☐ Failed ☐
	Passed ☐ Failed ☐
	Passed ☐ Failed ☐
	Passed ☐ Failed ☐
	Passed ☐ Failed ☐
	Passed ☐ Failed ☐
	Passed ☐ Failed ☐
	Passed ☐ Failed ☐
	Passed ☐ Failed ☐
	Passed ☐ Failed ☐
	Passed ☐ Failed ☐
	Passed ☐ Failed ☐
	Passed ☐ Failed ☐
	Passed ☐ Failed ☐
	Passed ☐ Failed ☐
	Passed ☐ Failed ☐
	Passed ☐ Failed ☐
	Passed ☐ Failed ☐

Note: Insert additional sheets if necessary.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

ATTACHMENT D, PUBLIC ENTITY CRIMES

IFB No. 25-016

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Deerfield Beach by Chris Burns, Marketing Director
[print individual's name and title]
for Shrieve Chemical Company, LLC
[print name of Proposer's entity submitting sworn statement]
whose business address is: 1442 Lake Front Circle, Suite 500 The Woodlands, TX 77380
and (if applicable)
its Federal Employer Identification Number (FEIN) is 74-1994881 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

   (a) I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime; or

   (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

1

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

ATTACHMENT C, PUBLIC ENTITY CRIMES

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(x) _____
Signature of Proposer

Sworn to and subscribed before me this 9th day of May, 2025.

Personally known ✓ OR Produced identification _____

_____

Notary Public – State of Florida

My commission expires 07-24-2026

_____
Notary Signature

Kate Hall
Printed or stamped commission name of notary public)

Notary Public State of Florida
Kate Hall
My Commission HH 505201
Expires 7/24/2026

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Attachment E - Affidavit Attesting to Noncoercive Conduct for Labor or Services

Bidder name: Shrieve Chemical Company, LLC (Vendor)

Vendor FEIN: 74-1994881

Address: 1442 Lake Front Circle, Suite 500

City: The Woodlands State: TX Zip: 77380

Phone number: 281.367.4226 Email Address: cburns@shrieve.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

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

By: _____
Authorized Signature

Printed Name and Title: Chris Burns, Marketing Director Date: 5/9/25

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

ATTACHMENT "F"

BYRD ANTI-LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

To be submitted with each bid or offer exceeding $100,000.00

The undersigned certifies, to the best of his or her knowledge and belief, that:

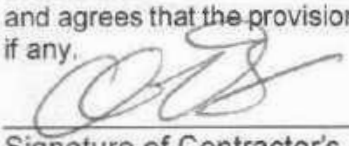
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Shrieve Chemical Company certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.* apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Chris Burns, Marketing Director

Name and Title of Contractor's Authorized Official

Date 5/9/25

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

ATTACHMENT G – MINIMUM QUALIFICATIONS AND REQUIREMENTS

The City deems certain documentation and information important in the determination of responsive and responsible and for the purpose of evaluating responses. Additional documents and information must be provided by the Bidder in response to specific requirements stated herein or within the ITB.

SECTION I MINIMUM QUALIFICATIONS

Bidder shall submit the information and/or documentation requested that confirms Bidder meets the minimum qualification. Failure to do so may result in the Bid being deemed non-responsive or non-responsible and not considered for award. As applicable, the City will verify the information provided.

1. Experience

Bidder must have been in the business of providing goods/services similar to those in this ITB for a minimum of two years.

Provide the following information for three client references who can verify Bidder has experience in providing the goods/services similar to those in this ITB and who are agreeable to responding to the City's inquiry regarding this minimum qualification.

Client Name City of Lakeland
Client contact name Thomas Johnston
Contact phone number 954.802.9143
Contact email address Thomas.Johnston@lakelandelectric.com

Client Name Indian River County
Client contact name Jennifer Hyde
Contact phone number 772.226.1575
Contact email address Jhyde@indianriver.gov

Client Name Collier County
Client contact name Gary Newcomer
Contact phone number 239.207.1636
Contact email address Gary.Newcomer@colliercountyfl.gov

2. Contract Performance

Bidder has not, within the prior five (5) years, had a history of non-performance.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

☑ **By checking this box, Bidder affirms that it has not, within the prior five years, had a history of non-performance.**

3. City Contract Performance

Bidder, including any principal, officer, agent, or proposed subcontractor of Bidder, shall not have failed to perform faithfully on any previous contract with the City.

☑ **By checking this box, Bidder affirms that it has not failed to perform on any previous contract with the City.**

4. Equipment

Bidder must possess all equipment required for the provision of work.

Provide a list of the primary equipment to be utilized for the provision of goods/services in accordance with the requirements of this solicitation:

Third Party Carrier

5. Provide supporting documentation in the form of photographs of the equipment referenced above in Item 4.

☑ **By checking this box, Bidder confirms it has submitted photographs with its Bid.**

6. Convicted / Suspended / Discriminatory / Complaints Vendor Lists

In accordance with Florida Statute §287.017, Bidder shall not be on any of the following lists: Florida Department of Management Services Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, and Vendor Complaint List**.**

☑ **By checking this box, Bidder affirms it is not on the Florida Department of Management Services Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, nor Vendor Complaint List, and that no action or inaction has been taken by Bidder or its representatives to warrant inclusion on any of these lists.**

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

7. Prohibition Against Contracting with Scrutinized Companies

In accordance with 287.135 (5), at the time Bidder submits a Bid for a contract or before the company enters into or renews a contract with the City for goods or services of $1 million or more, is not on the Scrutinized Companies with Activities in Iran Petroleum Energy List, or engaged in business operations in Cuba or Syria.

☑ **By checking this box, Bidder affirms that it is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged in business operations in Cuba or Syria.**

8. Prohibition Against Contracting with Russian Companies

In accordance with City of Deerfield requirements and federal sanctions, Bidder shall not be listed on the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC): Russia-EO 14024 Sanctions List doing business with Russian companies; directing the divestment of investments in Russia and with Russian-related institutions, companies or entities, and individuals.

☑ **By checking this box, Bidder affirms that it is not listed on the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC): Russia-EO 14024 Sanctions List.**

9. Ethics Code Disclosure

In accordance with Section 2-505 Chapter 2, Article IX, known as the City of Deerfield Beach Ethics Code, Bidder shall not have any ethics code violations and must disclose and provide documentation for any of the items in a, b, or c that are applicable and attach to the response all necessary and relevant information and documentation as shown below:

a. Include a listing of all campaign contributions to a sitting city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the applicant is a corporation, or partners if the applicant is a partnership, or members, whether generally or limited if it's a limited liability company.
b. Disclose all those items that a regulated officer is required to disclose under Article IX, Ethics Code, concerning any conflict, whether actionable or non-actionable.
c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation.

☐ **By checking this box, Bidder confirms it has made contributions and has uploaded in the "Response Attachments" tab in the eProcurement Marketplace all necessary and relevant information to include the following for all contributions:**

(1) the name of the individual making the contribution,
(2) name of the individual to whom the contribution was paid,
(3) the title of the individual to whom the contribution was paid,
(4) the amount of the contribution,
(5) The date of the contribution.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

☑ **By checking this box, Bidder affirms that it has NOT made any campaign contributions as detailed above and therefore no information is submitted for this item.**

☐ **By checking this box, Bidder confirms it has submitted in the "Response Attachments" all necessary and relevant information to include disclosure concerning any conflict, whether actionable or non-actionable.**

☑ **By checking this box, Bidder affirms that it does NOT have any disclosures concerning any conflict and therefore no information is submitted for this item.**

☐ **By checking this box, Bidder confirms it has attached to its response all necessary and relevant information to include disclosure of any action that is a violation of this Article IX, Ethics Code and what was done to rectify the violation.**

☑ **By checking this box, Bidder affirms that it does NOT have any disclosures concerning any violation of Article IX, Ethics Code.**

10. Registration with State

Bidder must be registered with the State of Florida, Division of Corporations, to do business in Florida prior to the Close Date and Time.

Provide Bidder's name and FEI/EIN number as shown on the State of Florida Division of Corporations www.sunbiz.org website. Shrieve Chemical Company, LLC; 74-1994881

11. Compliance with Florida Fictitious Name Statute

Any fictitious name or "doing business as" (dba) under which Bidder operates must be registered with the Florida Department of State, Division of Corporations, in compliance with Florida Fictitious Name Act, Florida Statute §865.09 which requires any person (which, by definition, includes an individual, as well as a business entity) to register their fictitious name or dba name with the Florida Department of State prior to conducting business in Florida.

Provide any fictitious name/dba name under which Bidder operates.

Not Applicable

☐ **By checking this box, Bidder affirms it is in compliance with the Florida Fictitious Name Act, Florida Statute §865.09 and has registered any fictitious name/dba.**

12. Convictions or Pleas

Bidder, its principals, and staff, employees, and subcontractors shall not have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime. Provide

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

details in Bidder's response of any such conviction or plea.

☑ **By checking this box, Bidder confirms it does NOT have such conviction or plea.**
☐ **By checking this box, Bidder confirms it has such conviction or plea. If so, provide a brief summary of the conviction or plea.**

_____

_____

13. Conflicts of Interest

Bidder, including any principal, officer, agent, or proposed subcontractor, shall not have a record of any conflicts of interest that have not been waived by the City Commission. Bidder affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. Bidders must disclose if any City of Deerfield Beach officer, employee, or attorney is also an owner, or employee of their business.

☑ **By checking this box, Bidder affirms that it does not have a record of conflicts of interest, as defined in Florida Statutes, that have not been waived.**

☐ **By checking this box, Bidder confirms it has identified a potential conflict of interests. Provide the City officer(s), employee or attorney(s)'s names(s) and position(s) and provide a brief summary of the details.**

_____

_____

14. Arrears or Default

Bidder, including any principal, officer, agent, or proposed subcontractor of Bidder, shall not be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise). The City will confirm compliance.

☑ **By checking this box, Bidder affirms that it is not in arrears or default of any debt or contract involving the City.**

15. Judgements, Lawsuits Criminal Activities

Bidder, including any principal, officer, agent, or proposed subcontractor, shall have no record of judgments, pending lawsuits against the City, or criminal activities involving moral turpitude.

☑ **By checking this box, Bidder affirms it has no record of judgements, pending lawsuits against the City, or criminal activities involving moral turpitude.**

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

☐ **By checking this box, Bidder affirms that it has a record of judgements, pending lawsuits, or criminal activities and has provided details of any such record in its Bid response.**

SECTION II REQUIREMENTS

Bidder shall submit the information and/or documentation requested below. Failure to do so may result in the Bid response being deemed non-responsible or non-responsive and not considered for award. As applicable, the City will verify the information provided.

1. **Non-Collusive Affirmation**

Entity submitting this Bid affirms:

(1) Entity is an authorized Owner, Partner, Officer, Representative, or Agent of the business submitting a Bid response to this solicitation;

(2) Entity is fully informed respecting the preparation and contents of the Bid response and of all pertinent circumstances respecting such response;

(3) Such response is genuine and is not a collusive or sham response;

(5) Neither the business submitting the Bid response nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

(5) The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmant.

Full Legal Name of the entity submitting this Bid response on behalf of Bidder.

Shrieve Chemical Company, LLC

☑ **By checking this box, I affirm that all of the above in Non-Collusive Affirmation, Items 1, 2, 3, 4, and 5 are true.**

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

2. **Drug-Free Workplace Programs**

Whenever two or more Bids that are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Bid, or received from a business that certifies that it has implemented a drug-free workplace program as defined in Florida Statute 287.087 shall be given preference in the award process.

☑ **By checking this box, Bidder affirms it has a drug-free workplace program in accordance with Florida Statute 287.087.**

☐ **By checking this box, Bidder affirms it DOES NOT have a drug-free workplace program in accordance with Florida Statute 287.087.**

3. **Local Vendor Affirmation**

Bidder affirms it meets the requirements for "local Business Preference and has:

(a) Been in business at least one year (12 months) prior to the release date of the solicitation.
(b) Has a valid local business tax receipt issued by the City.
(c) Has a physical address located in the City limits of Deerfield Beach from which its business is conducted.

☑ **By checking this box, Bidder affirms it is NOT a local business as defined above.**

☐ **By checking this box, Bidder affirms it is a local business and has attached its City of Deerfield Beach business tax receipt in the "Response Attachments" for its Bid response.**

4. **Financial Statements**

The City may request from Bidders their financial audits and statements for the past two (2) reporting years (Income Statements and Balance Sheets) in accordance with Florida Statute §119.07(1) and s. 24(a), Art. I of the State Constitution.

☑ **By checking this box, Bidder affirms it will provide such additional financial information if requested by the City.**

5. **Litigation, Arbitration, Claims**

Bidder shall not be involved in current, pending or past litigation or arbitration over the last five years, which, in the opinion of the City, is likely to have a material negative impact on their ability to provide the required goods/services.

☑ **By checking this box, Bidder claims it HAS NOT been involved in litigation, arbitration, or claims with the past five years that will have a material negative impact on its ability to provide the required goods/services.**

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

☐ **By checking this box, Bidder claims it has been involved in litigation, arbitration, or claims with the past five years that may have a material negative impact on its ability to provide the required goods/services. Include a brief explanation below of the circumstances.**

[END]

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Shrieve Chemical Company

1442 Lake Front Circle, Suite 500
The Woodlands, Texas 77380

800-367-4226
Fax: 281-367-0071

May 12, 2025

Re: ITB No 25-016 Sulfuric Acid 93% for Water Treatment Plant Operations – (**minimum qualifications)**

Shrieve Chemical Company, LLC has no additional data to add for 'minimum qualifications'.

Regards,

Chris Burns

Chris Burns
Marketing Director

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Bidder Shrieve Chemical Company, LLC

ATTACHMENT H - BIDDER QUESTIONNAIRE

This Bidder Questionnaire is not inclusive of all the information that may be necessary to properly evaluate the Bid response and confirm the Bidder has the capacity and capability to meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the Bidder in response to specific requirements stated herein or within the ITB. If requested by the City, additional documents and information must be provided by Bidder.

1. **Bidder's Legal Name**

   Provide the legal contracting name of Bidder including any dba.

   Shrieve Chemical Company, LLC

2. **Executive Leadership**

   Provide a list of officers, principals, owners, partners, or managers of the Bidder's company. Include names, phone numbers, and email addresses.

   Jason VanVleet - CEO/CFO ; 281.367.4226;jvanvleet@shrieve.com

   Ted Threadgill - President; 281.367.4226; tthreadgill@shrieve.com

   Craig Utterson - Vice President; 281.367.4226; cutterson@shrieve.com

3. **Previous Company Names**

   Provide any former business name(s) Bidder or principals of Bidder's firm, holding at least 30% interest in Bidder's company, operated under.

   Not Applicable

4. **Organization**

   Provide the state of organization or incorporation for Bidder.

   Texas

5. **Type of Organization**

   Provide the type of organization of Bidder's company (e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, S Corporation, Corporation).

   Limited Liability Corporation

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

6. **Contact Info**

Provide Bidder's Contact Information

a. Address 1442 Lake Front Circle, Suite 500
b. City, State, Zip The Woodlands, TX 77380
c. Phone 281.367.4226
d. Number of years at this location 15
e. Contact Email cburns@shrieve.com

7. **Experience**

Provide the number of years Bidder has provided construction services to government entities. 44

8. **Subcontractors**

Provide a list of all subcontractors proposed for the project to include the following:

1. Subcontractor Name
2. City, State, Zip
3. Type of work to be assigned

Not Applicable - Third Party Carrier only

KCI Trucking - Mulberry, FL

Florida Rock and Tank Lines - Jacksonville, FL

C&S Logistics - Bartow, FL

9. **Proposed Key Staff**

Provide a list that includes the following information of Bidder's key staff (e.g., project lead, manager, supervisor) to be assigned to the project:

a. Full name Chris Burns

Proposed role Sales Contact Years of experience in this type of work 16

b. Full name Wanda Stewart

Proposed role Cust Service Rep Years of experience in this type of work 20

c. Full name Quinton Lovings

Proposed role Cust Service Rep Years of experience in this type of work 10

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Bidder Shrieve Chemical Company, LLC

10. **History and Past Performance**

Provide a list of customer references for whom Bidder has provided similar goods/services as those in this ITB in the past five years, particularly for government entities, who are agreeable to responding to an inquiry by the City. Include the following information:

a. Customer Name Indian River County
b. Address (City/State) 1800 27th St Vero Beach, FL 32960
c. Contact name Jennifer Hyde
d. Contact email address jhyde@indianriver.gov
e. Start/End Dates 2023 - present
f. Type of work (Brief description 1-2 sentences) 93% sulfuric acid supply

a. Customer name City of Lakeland
b. Address (City/State) 3030 Lake Parker Dr Lakeland, FL 33805
c. Contact name Thomas Johnston
d. Contact email address Thomas.Johnston@lakelandelectric.com
e. Start/End Dates 2022 - Present
f. Type of work (Brief description 1-2 sentences) 93% sulfuric acid supply

a. Customer name Collier County
b. Address (City/State) 3299 Tamiami Trail Naples, FL 34112
c. Contact name Gary Newcomer
d. Contact email address gary.newcomer@colliercountyfl.gov
e. Start/End Dates 2022 - present
f. Type of work (Brief description 1-2 sentences) 93% sulfuric acid supply

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

a. Customer name Orlando Utilities
b. Address (City/State) 100 W Anderson St. Orlando, FL 32801
c. Contact name Maria Cabreja
d. Contact email MCabrejaDeLaVega@ouc.com
e. Start/End Dates 2023 - present
f. Type of work (Brief description 1-2 sentences) 93% sulfuric acid supply

a. Customer name Jacksonville Electric Authority
b. Address (City/State) 225 N Pearl St Jacksonville, FL 32202
c. Contact name Victoria Holloway
d. Contact email hollvl@jea.com
e. Start/End Dates 2023 - present
f. Type of work (Brief description 1-2 sentences) 93% sulfuric acid supply

11. **Contract Termination**

☑ By checking this box Bidder is attesting it has not had a contract terminated in the past three years prior to completion of the work.

☐ By checking this box, Bidder is attesting it has had a contract terminated in the past three years prior to completion of work. If yes, explain circumstances regarding early termination:

12. **Addenda**

Bidder must acknowledge receipt of all addenda to this solicitation issued by the City. Bidder affirms receipt of the following Addenda:

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Bidder Shrieve Chemical Company, LLC

Bidder affirms receipt of the following Addenda. No Addenda

Signature of authorized official of Bidder

Marketing Director

Title of authorized official

5/12/25

Date

[END]

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

ATTACHMENT I, BID SIGNATURE FORM

Solicitation Number: 25-016

The undersigned represents that by signing this Bid Signature Form that the Bidder agrees to the terms and conditions in this ITB in its entirety, which incorporates all addenda, appendices, exhibits, and attachments, and is prepared to sign the Contract, of which an example is incorporated into this ITB. The Bidder understands that if it submits exceptions to the terms and conditions of the ITB in its Bid, the Bidder may be determined non-responsive and its Bid not considered for award.

All questions, clarifications, or requested exclusions or changes to the terms and conditions must be submitted via the City's eProcurement Marketplace during the Question and Clarification period stated in the ITB. Any changes or modifications to the ITB terms and conditions will be incorporated via an addendum.

Name of Bidder: Shrieve Chemical Company, LLC

Street Address: 1442 Lake Front Circle, Suite 500

City/State/Zip: The Woodlands, TX 77380

Total Bid Price: $4,055,999.40

Signature: _____
(Authorized officer)

Date: 5/9/25

Printed Name: Chris Burns

Title: Marketing Director

Return this fully executed form with your Response.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Shrieve Chemical Company

1442 Lake Front Circle, Suite 500
The Woodlands, Texas 77380

800-367-4226
Fax: 281-367-0071

Friday, May 9, 2025

Re: No. ITB 25-016 Sulfuric Acid 93% for Water Treatment Plant Operations - **Experience**

Shrieve Chemical Company, LLC was founded in 1978. We have been in the sulfuric acid supply business since 1980 and have supplied the Deerfield Beach Coop for many years in the past. We have long-term relationships with our producing partners and our carriers. Although we are always price competitive, the cornerstone of our business is assurance of supply.

You will have local sales presence with Chris Burns who is located in Central Florida. Chris has been with Shrieve Chemical operating in the same capacity for 16 years. In addition, our customer service team sits in The Woodlands, TX. Wanda Stewart will be your primary contact. Wanda has been with Shrieve for 4 years and has over 20 years of experience in the business. Wanda has a team to back her up when she is out of the office as well. We have an after hours number and we can respond to any need 24 hours per day, 7 days a week.

Please feel free to reach out should you have questions or need clarification.

Thank you,

Chris Burns

Chris Burns
Marketing Director

Safety Data Sheet

Sulfuric Acid, 93 - 98%

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1 Product Identifier

Trade Name: Sulfuric Acid, 93 - 98%

Revision Date: 10/17/24

Created Date: 10/17/24

1.2 Relevant identified uses of the substance or mixture and uses advised against

Product Description: For industrial use.

Intended Use: fertilizers; other acids; glue; purifiction of petroleum; pickling of metal; lead-acid batteries (used in most vehicles).

1.3 Details of the supplier of the safety data sheet

Shrieve Chemical Company
1442 Lake Front Cir Ste 500
The Woodlands, TX 77380-3634 US

phone: (800) 367-4226 Customer Service

e-mail: cust-serv@shrieve.com

website:

1.4 Emergency telephone number

CHEMTREC: (800) 424-9300 (USA)
+1-703-741-5970 (International)

Poison Control: (800) 222-1222 (USA)

Additional Information

Poison Control: (800) 222-1222 (USA)

SECTION 2: Hazards Identification

2.1 Classification of the substance or mixture

This material is hazardous in accordance with OSHA HazCom 2012, 29 CFR 1910.1200.
Corrosive to Metals; Category 1
Skin Corrosion; Category 1A
Serious Eye Damage; Category 1

2.2 Label elements



Signal Word Danger

Hazard Statements

H290-May be corrosive to metals
H314-Causes severe skin burns and eye damage.

Precautionary Statements

Prevention

P280-Wear protective gloves/protective clothing/eye protection/face protection.
P234-Keep only in original container.
P260-Do not breathe dust/fume/gas/mist/vapors/spray.
P264-Wash skin thoroughly after handling.
P273-Avoid release to the environment.



Safety Data Sheet

Sulfuric Acid, 93 - 98%

Response

P301+P310-IF SWALLOWED: Immediately call a POISON CENTER or doctor.

P301+P330+P331-IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.

P303+P361+P353-IF ON SKIN (or hair): Remove immediately all contaminated clothing. Rinse skin/hair with water.

P304+P340-IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.

P305+P351+P338-IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P315-Get immediate medical attention.

P363-Wash contaminated clothing before reuse.

P390-Absorb spillage to prevent material damage.

Storage

P403+P233-Store in a well-ventilated place. Keep container tightly closed.

P406-Store in corrosive resistant container with a resistant inner liner.

P405-Store locked up.

Disposal

P501-Dispose of contents/container to a licensed contractor in accordance with local, state and federal regulations.

2.3 Other hazards

Mixture with incompatible materials should be avoided unless all potential risks identified and mitigated. See section 10.

2.4 Unknown Acute Toxicity (US)

Not applicable.

SECTION 3: Composition / information on ingredient(s)

Chemical Name	CAS Number	EC #	Concentration % by Weight
Sulfuric Acid	7664-93-9		93 - 100

SECTION 4: First aid measures

4.1 Description of first aid measures

General notes

This product is hazardous. Seek immediate medical attention. Provide SDS or label information to healthcare provider.

After inhalation

This product is corrosive. If product mist or vapor causes respiratory irritation or distress, move exposed person to fresh air immediately. For those providing assistance, avoid exposure to yourself or others. Use adequate respiratory protection. If breathing is difficult or irregular, administer oxygen. If breathing stops, start artificial respiration preferably by trained personnel with a medical device or use mouth-to-mouth resuscitation. If unconscious, maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband. If respiratory irritation, dizziness, nausea, or unconsciousness occurs, get immediate medical assistance.

After skin contact

This product is corrosive. Use safety shower immediately. Flush skin with water while removing contaminated clothing for at least 15 minutes. Ask supervisor if clothing can be washed or if it needs to be disposed of as hazardous waste. If it can be cleaned, then wash contaminated clothing and shoes separately. If cut (open injury) and material is introduced, individual should seek medical evaluation. Get medical attention immediately.

Safety Data Sheet

Sulfuric Acid, 93 - 98%

After eye contact	This product is corrosive. Immediately flush eyes with large amounts of water for at least 15 minutes, occasionally lifting the upper and lower lids. Remove contact lenses if present and easy to do and continue rinsing. Seek medical attention immediately (preferably from an ophthalmologist).
After ingestion	This product is corrosive. Do not induce vomiting unless directed to do so by medical personnel. If vomiting occurs, the head should be kept lower than the waist so that vomit does not enter the lungs. Remove dentures if present. If suggested by medical, you can rinse mouth thoroughly with water and give up to 2 cups of water to drink if the exposed person is conscious, alert, able to swallow and not experiencing breathing difficulty. Never give anything by mouth to an unconscious or convulsing person. Do not leave the exposed person unattended. Seek immediate medical attention. Follow medical advice.
Self-protection of the first aider	First aid responders should pay attention to self-protection and use the recommended protective clothing (chemical resistant gloves, splash protection). If potential for exposure exists refer to Section 8 for specific personal protective equipment.

4.2 Most important symptoms and effects, both acute and delayed

Aside from the information found under Section 4.1 (above) and Section 4.3 (below), any additional important symptoms and effects are described in Section 2.2 and 11.

4.3 Indication of any immediate medical attention and special treatment needed

Notes to physician: Chemical eye burns may require extended irrigation. Obtain prompt consultation, preferably from an ophthalmologist. If burn is present, treat as any thermal burn, after decontamination. Due to irritant properties, swallowing may result in burns/ulceration of mouth, stomach and lower gastrointestinal tract with subsequent stricture. Aspiration of vomitus may cause lung injury. Suggest endotracheal/esophageal control if lavage is done. No specific antidote. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient.

SECTION 5: Firefighting measures

5.1 Extinguishing media

Suitable extinguishing media	Use an extinguishing agent suitable for the surrounding fire. Use dry powder or carbon dioxide (CO_2) to extinguish flames. ABC powder fire extinguishers are suitable.
Unsuitable extinguishing media	Do NOT use water. Use water spray only to keep fire-exposed containers cool and to suppress gases/vapors/mists.

5.2 Special hazards arising from the substance or mixture

Not combustible. During a fire, smoke contains toxic fumes which may be toxic and/or irritating. In a fire or if heated, a pressure increase will occur and the container may burst.

5.3 Advice for firefighters

Do not breathe fumes. Evacuate area. Firefighters should wear appropriate protective equipment and self contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode if near danger area. Prevent fire extinguishing water from contaminating surface water or the ground water system.

Additional Information

Note: Sulfuric acid is incompatible with several materials and can release toxic fumes. See section 10 for more information.

SECTION 6: Accidental release measures

6.1 Personal precautions, protective equipment and emergency procedures

SMALL SPILLS: Do not clean up without proper training and PPE.
LARGE SPILLS: Full body suit of chemical resistant and full face mask is recommended.

6.2 Environmental precautions

LAND SPILL: Stop leak if you can do it without risk. Recover by pumping or with suitable absorbent. Prevent contamination of the soil. Advise authorities if spillage has entered soil.
WATER SPILL: Stop leak if you can do it without risk. Prevent contamination of water. Prevent material from entering drains or



Safety Data Sheet

Sulfuric Acid, 93 - 98%

watercourses using dry sand, earth or other appropriate barriers. Do not flush into surface water or sanitary sewer system. Advise authorities as necessary if spillage has entered water course or sewage system.
NOTE: Local regulations may prescribe or limit action to be taken. Water spill and land spill recommendations are based on the most likely spill scenario for this material; however, geographic conditions, wind, temperature, (and in the case of a water spill) wave and current direction and speed may greatly influence the appropriate action to be taken. For this reason, local experts should be consulted.

6.3 Methods and material for containment and cleaning up

SMALL SPILL: Absorb with inert absorbent material (e.g. dry sand, earth, vermiculite, or other similar material), place into containers, label, and properly dispose of. Clean surface thoroughly to remove residual contamination.
LARGE SPILL: Stop the flow of material, if this is without risk. Dike far ahead of liquid spill for later recovery and disposal. Absorb with inert absorbent material (e.g. dry sand, earth, vermiculite, or other similar material), place into containers, label, and properly dispose of. Flush area with water.

6.4 Reference to other sections

See Section 2 for the hazard identification. See Section 4 for first aid advice. See Section 5 for firefighting information. See Section 8 for advice on the minimum requirements for personal protective equipment. Additional protective measures may be necessary, depending on the specific circumstances and/or the expert judgment of the emergency responders. See Section 12 for ecological information. See Section 13 for disposal consideration.

Additional Information

NOTE: In the event of a spill or accidental release, notify relevant local authorities in accordance with all applicable regulations. The reportable quantity for sulfuric acid is 1000 lbs. You may contact The National Response Center (800) 424-8802 if spill occurs. Only trained and properly protected personnel must be involved in clean-up operations. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Avoid breathing vapor. Wear appropriate protective equipment and clothing during clean-up. Ensure adequate ventilation.

SECTION 7: Handling and storage

7.1 Precautions for safe handling

Handle in accordance with good industrial hygiene and safety practices. Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Remove protective clothing and protective equipment before entering eating areas. Workers should wash hands and face before eating, drinking and smoking.

7.2 Conditions for safe storage, including any incompatibilities

Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well ventilated area. Keep away from incompatible materials. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Store away from oxidizing materials.

7.3 Incompatibilites/Specific end uses(s)

Incompatibilities None known.

Specific end use(s) None known.

Additional Information

See Section 8 for additional information on hygiene measures. See Section 10 for incompatible materials.

SECTION 8: Exposure controls/personal protection

8.1 Control parameters

Sulfuric Acid (7664-93-9)

OSHA PEL	TWA	1 mg/m³,	8 hours
ACGIH TLV	TWA	0.2 mg/m³,	8 hours
NIOSH	REL-TWA	1 mg/m³,	10 hours
CAL/OSHA	PEL-TWA	0.1 mg/m³,	8 hours
CAL/OSHA	PEL-STEL	3 mg/m³,	8 hours

Safety Data Sheet

Sulfuric Acid, 93 - 98%

8.2 Engineering Controls/Exposure Controls

Engineering controls

Ensure that eyewash stations and safety showers are close to the workstation location. Process enclosure, local exhaust ventilation, personal protective equipment.

Environmental exposure controls

Comply with applicable environmental regulations limiting discharge to air, water and soil. Protect the environment by applying appropriate control measures to prevent or limit emissions. See section section 6 on how to handle spills.

8.3 Protective Measures

Eye/face protection

Wear chemical goggles. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166(EU).

Hand protection

Use gloves chemically resistant to this material.
NOTE:
Glove suitability and breakthrough time will differ depending on the specific use conditions. Inspect and replace worn or damaged gloves. Use proper glove removal technique (remove without touching glove's outer surface) to avoid skin contact. Dispose of contaminated gloves after use in accordance with applicable laws and good laboratory practices. Wash and dry hands.

Other Skin protection

In accordance with good industrial hygiene practices, precautions should be taken to avoid skin contact. Use protective clothing chemically resistant to this material. Selection of specific items such as face shield, boots, apron, or full body suit will depend on the task.

Other protection

Personal protective equipment selections vary based on potential exposure conditions such as applications, handling practices, concentration and ventilation. Information on the selection of protective equipment for use with this material, as provided below, is based upon intended, normal usage.

Respiratory protection

No respiratory protection is required under normal conditions. If engineering controls do not maintain airborne contaminant concentrations at a level which is adequate to protect worker's health, an approved respirator may be appropriate. Respirator selection, use, and maintenance must be in accordance with regulatory requirements, if applicable. Types of respirators to be considered for this material include: Particulate filter.

General hygiene consideration

Always observe good personal hygiene measures and safety practices. Wash after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants. Discard contaminated clothing and footwear that cannot be cleaned.

Thermal hazards

None known.

Additional Information

NOTE: Contact the Personal Protective Equipment manufacturer for specific information, advice, and selection about their products.

SECTION 9: Physical and chemical properties

9.1 Information on basic physical and chemical properties

Property	Value
Appearance	Oily liquid.
Autoignition Temperature	No information available.
Boiling Point	290°C (554°F).
Colors	Colorless to dark brown (purity dependent).
Decomposition Temperature	No information available.
Density	1.84 g/ml at 25°C (77°F).
Evaporation Rate	No information available.
Flash Point	Not applicable.
Melting/Freezing Point	3°C (37°F).

Safety Data Sheet

Sulfuric Acid, 93 - 98%

Odor	Odorless.
Vapor Density	3.39 (Air=1).
Vapor Pressure	1.33 hPa at 145.8°C (294.4°F).
Water Solubility- Qualitative	Soluble.
pH Value	1.2 at 5g/l.

9.2 Other information

None known.

Additional Information

NOTE: Physical and chemical properties are provided for safety, health and environmental considerations only and may not fully represent product specifications. Contact the supplier for additional information.

SECTION 10: Stability and Reactivity

10.1 Reactivity

See sub-sections below.

10.2 Chemical stability

No information available.

10.3 Possibility of hazardous reactions

Under normal conditions of storage and use, hazardous reactions will not occur.

10.4 Conditions to avoid

Contact with excessive heat, fire, and metals. Avoid direct sunlight and water.

10.5 Incompatible materials

Contact with acid with organic materials (such as chlorates, carbides, fulminates, and picrates) may cause fires and explosions. Contact of acid with metals may form toxic sulfur dioxide fumes and flammable hydrogen gas. Contact with water.

10.6 Hazardous decomposition products

Toxic gases and vapors (such as sulfuric acid fume, sulfur dioxide, and carbon monoxide) may be released when sulfuric acid decomposes.

SECTION 11: Toxicological information

11.1 Information on toxicological effects

Source	
Skin contact	This product is corrosive.
Eye contact	This product is corrosive.
Inhalation	Excessive exposure may cause irritation to upper respiratory tract (nose and throat) and lungs.
Ingestion	Swallowing may result in burns of the mouth and throat. Swallowing may result in gastrointestinal irritation or ulceration. May cause nausea and vomiting. May cause abdominal discomfort or diarrhea.
Symptoms related to characteristics	None known.
Acute effects	No relevant data found.
Chronic effects	No relevant data found.

Numerical measures of Toxicity

Sulfuric acid (7664-93-9)

LC50	RAT	INHALATION	510 mg/m3;	2 hours.
LD50	RAT	ORAL	2,140 mg/kg.	

Safety Data Sheet

Sulfuric Acid, 93 - 98%

Skin corrosion/irritation	This product is corrosive. Brief contact may cause skin burns; symptoms may include pain, severe local redness, and tissue damage. Prolonged contact may cause serious skin burns; symptoms may include pain, severe local redness, swelling, and tissue damage.
Serious eye damage/eye irritation	This product is corrosive. May cause severe corneal injury which may result in permanent impairment of vision, even blindness. Chemical burns will occur.
Respiratory sensitization	No relevant data found.
Skin sensitization	Did not cause allergic skin reactions when tested in guinea pigs.
Carcinogenicity	Did not cause cancer in laboratory animals.
Germ cell mutagenicity	In vitro genetic toxicity studies were negative in some cases and positive in other cases. Animal genetic toxicity studies were predominantly negative.
Reproductive toxicity	For similar material(s): In animal studies, did not interfere with reproduction or fertility. Has been toxic to the fetus in laboratory animal tests.
Specific target organ toxicity - single exposure	Material is corrosive. Material is not classified as a respiratory irritant; however, upper respiratory tract irritation or corrosivity may be expected.
Specific target organ toxicity - repeated exposure	This product is corrosive.
Aspiration hazard	This product is not an aspiration hazard.

Additional Information

Toxicological information appears in this section when such data is available.

SECTION 12: Ecological information

12.1 Toxicity

12.1 Numerical measures of Toxicity	Material is very highly toxic to aquatic organisms on an acute basis (LC50/EC50 <0.1 mg/L in the most sensitive species).

None known.	

12.2 Persistence and degradability

No relevant data found.

12.3 Bioaccumulative potential

Bioconcentration potential is low (BCF < 100 or Log Kow < 3).

12.4 Mobility in soil

No relevant data found.

12.5 Results of PBT and vPvB assessment

No relevant data found.

12.6 Other adverse effects

None known.

12.7 Additional Information

The information given is based on data available for the material, the components of the material, and similar materials.

SECTION 13: Disposal considerations

13.1 Waste treatment methods

Safety Data Sheet

Sulfuric Acid, 93 - 98%

Handling for disposal	All disposal practices must be in compliance with all federal, state/provincial and local laws and regulations, and material characteristics at time of disposal. Regulations may vary in different locations. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator.
Methods of disposal	Contact your local licensed disposal company.
Contaminated packaging	Dispose of contaminated packaging by following company instructions, local and state regulations, and contact your local licensed disposal company. Empty Container Warning (where applicable): Empty containers may contain residue. Do not attempt to refill or clean containers without proper instruction/approval. Empty drums should be completely drained and safely stored until appropriately reconditioned or disposed. Empty containers should be taken for recycling, recovery, or disposal through suitably qualified or licensed contractor and in accordance with governmental regulations.

SECTION 14: Transport Information

D.O.T/ADR/RID - Ground transportation

14.1 UN number	UN1830
14.2 UN proper shipping name	UN1830, Sulfuric acid with more than 51 percent acid, 8, PGII
14.3 Transport hazard class(es)	8
14.4 Packing group	II

14.5 Environmental hazards

None known.

14.6. Special precautions for user

CERCLA RQ: 1000 lbs.

14.7. Transport in bulk according to Annex II of Marpol112 and the IBC Code

Not applicable.

SECTION 15: Regulatory information

15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture

Safety Data Sheet

Sulfuric Acid, 93 - 98%

Country or region	Inventory List	Listed or Exempt (yes/no)
Canada	Canada - Domestic Substance List (Canada DSL)	Yes
China	China - Inventory of Existing Chemical Substances (IECSC)	Yes
European Union	European Union - European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Japan	Japan - Existing and New Chemical Substances (ENCS)	Yes
South Korea	Korea - Existing Chemicals Inventory (KECI/KECL) - Annex 1	Yes
Mexico	Mexico - National Inventory of Chemical Substances (INSQ)	Yes
New Zealand	New Zealand - Inventory of Chemicals (NZIoC)	Yes
Philippines	Philippines - Inventory of Chemicals and Chemical Substances (PICCS)	Yes
Thailand	Thailand - FDA Existing Chemicals Inventory (TECI)	Yes
Taiwan	Taiwan - Taiwan Chemical Substance Inventory (TCSI)	Yes
United States of America	United States - Toxic Substance Control Act (TSCA)	Yes
Vietnam	Vietnam - National Chemicals Inventory (NCI) (DRAFT)	Yes

15.2 Chemical Safety Assessment

None known.

Additional Information

OSHA HAZARD COMMUNICATION STANDARD: This material is considered hazardous in accordance with OSHA HazCom 2012, 29 CFR 1910.1200.
California Prop. 65 Statement: This product does not require a warning under California Prop. 65.
CERCLA RQ: 1,000 lbs.
SARA (302): Chemicals in this material are subject to the reporting requirements.
SARA (304): Chemicals in this material are subject to the reporting requirements.
SARA (311/312): Chemicals in this material are subject to the reporting requirements.
SARA (313): Chemicals in this material are not subject to the reporting requirements.

SECTION 16: Other Information

Specific Hazard W - Reacts with water.

HMIS Ratings

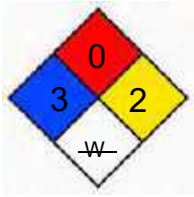


3 - Extreme danger.

0 - Will not burn.

3 - May form explosive mixtures with water and are capable of self-reaction or decomposition.

NFPA



Revision Date: 10/17/24

Safety Data Sheet

Sulfuric Acid, 93 - 98%

Company disclaimer: The information and recommendations contained herein are, to the best of the company's knowledge and belief, accurate and reliable as of the date issued. You may contact us to ensure that this document is the most current available . The information and recommendations are offered for the user's consideration and examination. It is the user's responsibility to satisfy itself that the product is suitable for the intended use. Since the information contained herein may be applied under conditions beyond our control and with which we may be unfamiliar and since data made available after the date hereof may suggest modification of the information, we do not assume any responsibility for the result of its use. This information is furnished upon condition that the person receiving it shall make their own determination of the suitability of the material for their particular purpose. If buyer repackages this product, it is the user's responsibility to ensure proper health, safety, and other necessary information is included with and/or on the container. Appropriate warnings and safe-handling procedures should be provided to handlers and users. Alteration of this document is strictly prohibited. Except to the extent required by law, republication, or retransmission of this document, in whole or in part, is not permitted.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

789 N. Dixboro Rd. Ann Arbor, MI 48105, USA
1-800.NSF.MARK | +1-734.769.8010 | www.nsf.org

Live Safer™

EVALUATION REPORT

Send To: 00960
Mr. Gustavo Navar
The Mosaic Company
13830 Circa Crossing Drive
Lithia, FL 33547

Facility: 00966
The Mosaic Company
8813 Highway 41 South
Riverview FL 33578
United States

Result	**PASS**	Report Date	04-MAR-2025

Customer Name	The Mosaic Company
Tested To	NSF/ANSI/CAN 60
Description	Sulfuric Acid | Liquid
Trade Designation	Sulfuric Acid
Test Type	Annual Collection
Job Number	A-00506840
Project Number	W0945546
Project Manager	Danielle Molnar

This report documents the testing of the referenced product to the requirements of NSF/ANSI/CAN Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI/CAN Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization Scott E. Randall **Date** 04-MAR-2025

Scott E. Randall - Senior Manager Commercial Water

This report shall not be reproduced, except in its entirety, without the written approval of NSF. This report does not represent NSF Certification or authorization to use th NSF Mark. Authorization to use the NSF Mark is limited to products appearing in the Company's Official NSF Listing (www.nsf.org). The results relate only to those item tested, in the condition received at the laboratory.

General Information

Standard: NSF/ANSI/CAN 60

Chemical Name: Sulfuric acid
Maximum Use Level: 50 mg/L
Monitor Code: C
Physical Description of Sample: Liquid
Tested DCC Number: DA04943
Trade Designation/Model Number: Sulfuric Acid

Sample Id: **S-0002191603**
Description: Sulfuric Acid | Liquid
Sampled Date: 25-Feb-2025
Received Date: 11-Feb-2025

Tox Normalization Information:		**Lab Normalization Information:**	
Calculated NF	0.0030	Date exposure completed	25-FEB-2025
Preparation method used	D	Final volume of solution	0.25 L
MUL	50 mg/L	Mass of material used	4179 mg
Compound Reference Key:	SPAC		

Normalization Calculation:

Normalized Result = Test Result (ug/L) * NF

Where $NF = MUL\ (mg/L) * \frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$

- *MUL = Maximum Use Level;*
- *Mass of Material Used = The mass of sample analyzed in the laboratory;*
- *Final Volume of Solution = The volume of water used to dilute the sample;*
- *An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.*

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab							
Metals II in water by ICPMS (Ref: EPA 200.8)							
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	1	Pass
Barium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.0006)	0.5	Pass
Chromium	ug/L	3	ND(1)	3	0.008		
Copper	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	130	Pass
Manganese	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	12	Pass
Mercury	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.0006)	0.2	Pass
Lead	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.5	Pass
Antimony	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.6	Pass
Selenium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	5	Pass
Thallium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.0006)	0.2	Pass
Aluminum	ug/L	ND(10)	ND(10)	ND(10)	ND(0.030)	290	Pass
Volatile Organic Compounds (Ref: EPA 524.2)							
Dichlorodifluoromethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.3	Pass
Chloromethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	3	Pass
Vinyl Chloride	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.2	Pass

This report shall not be reproduced, except in its entirety, without the written approval of NSF. This report does not represent NSF Certification or authorization to use th NSF Mark. Authorization to use the NSF Mark is limited to products appearing in the Company's Official NSF Listing (www.nsf.org). The results relate only to those item tested, in the condition received at the laboratory.

Sample Id: **S-0002191603**

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab (Continued)							
Bromomethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	1	Pass
Chloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	40	Pass
Trichlorofluoromethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	50	Pass
Trichlorotrifluoroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.3	Pass
Methylene Chloride	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	10	Pass
1,1-Dichloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.3	Pass
2,2-Dichloropropane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.3	Pass
cis-1,2-Dichloroethylene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	7	Pass
Chloroform	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	[TTHM]	
Bromochloromethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	9	Pass
1,1,1-Trichloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	20	Pass
1,1-Dichloropropene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
Carbon Tetrachloride	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.5	Pass
1,2-Dichloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.5	Pass
Trichloroethylene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.5	Pass
Bromodichloromethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	[TTHM]	
Dibromomethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
cis-1,3-Dichloropropene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
1,3-Dichloropropane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	10	Pass
Tetrachloroethylene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.5	Pass
Chlorodibromomethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	[TTHM]	
Chlorobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	1	Pass
Bromoform	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	4	Pass
1,3-Dichlorobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	60	Pass
Carbon Disulfide	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	8000	Pass
tert-Butyl ethyl ether	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	600	Pass
Methyl Ethyl Ketone	ug/L	ND(5)	ND(5)	ND(5)	ND(0.01)	400	Pass

This report shall not be reproduced, except in its entirety, without the written approval of NSF. This report does not represent NSF Certification or authorization to use th NSF Mark. Authorization to use the NSF Mark is limited to products appearing in the Company's Official NSF Listing (www.nsf.org). The results relate only to those item tested, in the condition received at the laboratory.

Sample Id: **S-0002191603**

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab (Continued)							
Methyl Isobutyl Ketone	ug/L	ND(5)	ND(5)	ND(5)	ND(0.01)	700	Pass
Toluene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	6	Pass
Ethyl Benzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	14	Pass
m+p-Xylenes	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	[Xylenes]	
o-Xylene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	[Xylenes]	
Styrene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	70	Pass
n-Propylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
Bromobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
2-Chlorotoluene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
4-Chlorotoluene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
1,3,5-Trimethylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
tert-Butylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
1,2,4-Trimethylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
sec-Butylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
p-Isopropyltoluene (Cymene)	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
1,2,3-Trimethylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
n-Butylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
1,2,4-Trichlorobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	7	Pass
Hexachlorobutadiene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.4	Pass
1,2,3-Trichlorobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.3	Pass
Naphthalene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	10	Pass
Benzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.5	Pass
Total Trihalomethanes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	9	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

[TTHM] - Acceptance based on Total Trihalomethanes

[Xylenes] - Acceptance based on Total Xylenes

This report shall not be reproduced, except in its entirety, without the written approval of NSF. This report does not represent NSF Certification or authorization to use th NSF Mark. Authorization to use the NSF Mark is limited to products appearing in the Company's Official NSF Listing (www.nsf.org). The results relate only to those item tested, in the condition received at the laboratory.

Common Terms and Acronyms Used:

Sample.....	Test result on the submitted product sample after prepared or exposed in accordance with the standard.
Control.....	Test result on a laboratory blank sample analyzed in parallel with the sample.
Result.....	Sample test result minus the Control test result.
Normalized Result...	Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
ND().....	Result is below the detection level of the analytical procedure as identified in the parenthesis.
DCC Number.....	NSF document control code of the registered formulation of the product tested
ug/L.....	Microgram per liter = 0.001 milligram per liter (mg/L)
SPAC.....	Acceptance criteria of the standard (Single Product Allowable Concentration)

References to Testing Procedures:

NSF Reference	Parameter / Test Description
C1183	Metals II in water by ICPMS (Ref: EPA 200.8)
C4662	Volatile Organic Compounds (Ref: EPA 524.2)

Test descriptions preceded by an asterisk "*" indicate that testing has been performed per NSF requirements but is not within its scope of accreditation.

Unless otherwise indicated, method uncertainties are not applied in any determinations of conformity. Testing utilizes the requested sections of any referenced standards, which may not be the entire standard.

Dates of Laboratory Activity: 21-FEB-2025 to 04-MAR-2025

Testing Laboratories:

	Id	Address
All work performed at: →	NSF_AA	NSF 789 N. Dixboro Road Ann Arbor MI 48105

This report shall not be reproduced, except in its entirety, without the written approval of NSF. This report does not represent NSF Certification or authorization to use t NSF Mark. Authorization to use the NSF Mark is limited to products appearing in the Company's Official NSF Listing (www.nsf.org). The results relate only to those item tested, in the condition received at the laboratory.

About the Standard:

NSF/ANSI/CAN Standard 60: Drinking Water Treatment Chemicals - Health Effects

NSF/ANSI/CAN 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestment. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.

This report shall not be reproduced, except in its entirety, without the written approval of NSF. This report does not represent NSF Certification or authorization to use t NSF Mark. Authorization to use the NSF Mark is limited to products appearing in the Company's Official NSF Listing (www.nsf.org). The results relate only to those item tested, in the condition received at the laboratory.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

State of Florida
Department of State

I certify from the records of this office that SHRIEVE CHEMICAL COMPANY, LLC is a Texas limited liability company authorized to transact business in the State of Florida, qualified on January 24, 2022.

The document number of this limited liability company is M22000001143.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on February 14, 2025, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourteenth day of February, 2025



Secretary of State

Tracking Number: 8002992531CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Sulfuric Acid
Industrial Grade
93%

CHEMICAL ANALYSIS

Component	Units	Minimum	Maximum	Typical
Sulfuric Acid	wt. % H_2SO_4	93.0	95.0	94.0
Iron	ppm Fe		50	14
Sulfur Dioxide	ppm SO_2			5

PHYSICAL ANALYSIS

Component	Units	Range	Typical
Specific Gravity	@72°F (22°C)		1.862

Refer to a Safety Data Sheet for more information

Typical results are based on the analysis of a composite sample. Grab samples or individual car samples may fall outside of the typical range.

To the best of Nutrien's knowledge, the information contained herein is accurate and reliable as of the date compiled; however, Nutrien makes no representation, warranty or guarantee as to the information's accuracy, reliability, completeness or timeliness. It is the user's responsibility to determine the suitability and completeness of such information for the user's own uses or purposes. Nutrien does not accept any liability for any loss or damage that may occur from any use of this information.

Product is manufactured by the following subsidiary of Nutrien Ltd.:

PCS Sales (USA) Inc. · Suite 500, 1101 Skokie Blvd. · Northbrook, IL · 60062 · (847) 849-4200 · 1-800-524-0132

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

OFFICIAL LISTING

NSF certifies that the products appearing on this Listing conform to the requirements of NSF/ANSI/CAN 60 - Drinking Water Treatment Chemicals - Health Effects

This is the Official Listing recorded on April 17, 2025.

PCS Sales DBA Nutrien
3005 Rocky Mountain Avenue
Loveland, CO 80538
970-685-3300

Facility: Distribution Center - Cleveland, OH

Chemical/ Trade Name	Function	Max Use
Phosphoric Acid		
TG75 (Technical Grade 75% Phosphoric Acid)	Corrosion & Scale Control	13 mg/L

Facility: Distribution Center - Joplin, MO

Chemical/ Trade Name	Function	Max Use
Phosphoric Acid		
FG75 (Food Grade 75% Phosphoric Acid)	Corrosion & Scale Control	13 mg/L
TG75 (Technical Grade 75% Phosphoric Acid)	Corrosion & Scale Control	13 mg/L

Facility: Distribution Center - Marseilles, IL

Chemical/ Trade Name	Function	Max Use
Phosphoric Acid		
TG75 (Technical Grade 75% Phosphoric Acid)	Corrosion & Scale Control	13 mg/L

Facility: Distribution Center - Philadelphia, PA

Chemical/ Trade Name	Function	Max Use
Phosphoric Acid		
TG75 (Technical Grade 75% Phosphoric Acid)	Corrosion & Scale Control	13 mg/L

Facility: Aurora, NC

Chemical/ Trade Name	Function	Max Use
Fluosilicic Acid		
Fluosilicic Acid	Fluoridation	5 mg/L
Phosphoric Acid		
40% Phosphoric Acid	Corrosion & Scale Control	25 mg/L
50% Phosphoric Acid	Corrosion & Scale Control	20 mg/L

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF.

789 N. Dixboro Road, Ann Arbor, Michigan 48105-9723 USA
1-800-NSF-MARK / 734-769-8010
www.nsf.org

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

75% Phosphoric Acid	Corrosion & Scale Control	13	mg/L
80% Phosphoric Acid	Corrosion & Scale Control	12	mg/L
85% Phosphoric Acid	Corrosion & Scale Control	12	mg/L

Facility: Fernald, OH

Chemical/ Trade Name	Function	Max Use	
Phosphoric Acid			
40% Phosphoric Acid	Corrosion & Scale Control	25	mg/L
50% Phosphoric Acid	Corrosion & Scale Control	20	mg/L
65% Phosphoric Acid	Corrosion & Scale Control	15	mg/L
75% Phosphoric Acid	Corrosion & Scale Control	13	mg/L
80% Phosphoric Acid	Corrosion & Scale Control	12	mg/L
85% Phosphoric Acid	Corrosion & Scale Control	12	mg/L

Facility: White Springs, FL

Chemical/ Trade Name	Function	Max Use	
Fluosilicic Acid			
Fluosilicic Acid	Fluoridation	5	mg/L
Sulfuric Acid			
Sulfuric Acid	Corrosion & Scale Control	50	mg/L
	pH Adjustment		

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility: Detroit, MI

Chemical/ Trade Name	Function	Max Use	
Phosphoric Acid			
75% Phosphoric Acid, Low Sulfate	Corrosion & Scale Control	13	mg/L

Facility: Savannah, GA

Chemical/ Trade Name	Function	Max Use	
Phosphoric Acid			
75% Phosphoric Acid	Corrosion & Scale Control	12	mg/L
85% Phosphoric Acid	Corrosion & Scale Control	12	mg/L

789 N. Dixboro Road, Ann Arbor, Michigan 48105-9723 USA
1-800-NSF-MARK / 734-769-8010
www.nsf.org

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

UNIFORM SALES & USE TAX RESALE CERTIFICATE — MULTIJURISDICTION

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales/use tax, subject to the instructions and notes on pages 2–6. The issuing Buyer and the recipient Seller have the responsibility to determine the proper use of this certificate under applicable laws in each state, as these may change from time to time. This form was revised as of October 14, 2022.

Issued to Seller: _____

Address: _____

I certify that:
Name of Firm (Buyer): SHRIEVE CHEMCIAL COMPANY, LLC
Address: 1442 LAKE FRONT CIRCLE STE 500
THE WOODLANDS, TX 77380

is engaged or is registered as a
- [x] Wholesaler
- [ ] Retailer
- [ ] Manufacturer
- [ ] Seller
- [ ] Lessor (see notes on pages 2–4)
- [ ] Other (Specify) _____

and is registered for sales/use tax with the below-listed states and cities within which Seller would deliver purchases to Buyer and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. Buyer is in the business of wholesaling, retailing, manufacturing, leasing (renting), or selling the following:

Description of Business: Chemical Sales, Packaging Supplies, Warehouse Supplies

General description of tangible property or taxable services to be purchased from the Seller: Chemicals

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AK/ARSSTC[1]		MO[19]	MOID 25757636
AL[2]	R010259222	NE	13398709
AR	69069149-001	NV[20]	1041331878-001
AZ[3]	07644341-R	NJ	1274646
CA[4]	97-508333	NM[5,21]	03-439182-00-7
CO[5,6]	94616981-004	NC[22]	003421928
CT[7]	78595667-001	ND	
FL[8]	78-8011942838-9	OH[23]	UST-1-99116381
GA[9]	175926051	OK[24]	1070260224
HI[5,10]		PA[25]	6766408
ID[11]		RI[26]	
IL[5,12]	3100-9999	SC	111192209
IA	1-00-014254	SD[27]	
KS[13]	004-741994881F-01	TN[28]	1001439643-SLC
KY[14]	00082691	TX[29]	1-74-1994881-9
ME[15]	1201981	UT	14900886-003-STC
MD[16]		VT[30]	
MI[17]	74-1994881	WA[31]	604-479-509
MN[18]		WI[32]	456-1029765227-02

I further certify that if any property or service so purchased tax-free is used or consumed by Buyer so as to make it subject to sales/use tax, Buyer will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order that Buyer may hereafter give to Seller, unless otherwise specified, and shall be valid until canceled by Buyer in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: Kate Daylor
(Owner, Partner, or Corporate Officer, or other authorized signer of Buyer)

Title: AP Supervisor/ Tax Accountant
Date: 01/01/2025

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

INSTRUCTIONS

In order to comply with state and local sales tax law requirements, the Seller must have in its files a properly completed exemption certificate from all of its customers (Buyers) who claim a sales/use tax exemption. If the Seller does not have this certificate, it is obliged to collect the tax for the state in which the property or service is delivered.

Generally, a Buyer must be registered as a retailer for sales/use tax in states where the Buyer has sales/use tax nexus. The sales/use tax registration number for the state should be entered on this certificate in the box for that state. A Buyer has sales/use tax nexus in a state if the Buyer has physical presence in that state or has made sufficient sales to cust omers in that state to have sales/use tax economic nexus. The threshold of sales activity needed to establish sales/use tax economic nexus may differ by state. If the Buyer is entitled to claim a resale sales tax exemption or exclusion, the Buyer should complete the certificate and send it to the Seller at the time of purchase or as soon thereafter as possible. If the Buyer purchases tax free for a reason other than resale, ingredient or component exemption, the Buyer cannot use this form and must provide to the Seller the proper state exemption certificate for that specific exemption.

Caution: Misuse of this certificate by Buyer, Seller, lessor, lessee, or the representative thereof may be punishable by fine, imprisonment or loss of right to issue or accept a certificate in some states or cities.

Notes:

1. Alaska Remote Sellers Sales Tax Commission (ARSSTC): This certificate is valid as a resale certificate only if it contains the purchaser's name, address, signature and either the purchaser's ARSSTC Remote Reseller Certificate of Exemption number or the purchaser's resale certificate number issued by the local taxing jurisdiction. The purchaser should also provide a general description of the tangible personal property or taxable services that are being purchased from the seller. The purchaser's claim for exemption may be verified by calling the ARSSTC at 907-790-5300.

2. Alabama: Each retailer shall be responsible for determining the validity of a purchaser's claim for exemption.

3. Arizona: This certificate may be used only when making purchases of tangible personal property for resale in the ordinary course of business, and not for any other statutory deduction or exemption. It is valid as a resale certificate only if it contains the purchaser's name, address, signature, and Arizona transaction privilege tax (or other state sales tax) license number, as required by Arizona Revised Statutes § 42-5022, *Burden of proving sales not at retail*.

4. California:
   a) This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Title 18, California Code of Regulations, Section 1668 (Sales and Use Tax Regulation 1668, Resale Certificate).
   b) By use of this certificate, the purchaser certifies that the property is purchased for resale in the regular course of business in the form of tangible personal property, which includes property incorporated as an ingredient or component of an item manufactured for resale in the regular course of business.
   c) When the applicable tax would be sales tax, it is the Seller who owes that tax unless the Seller takes a timely and valid resale certificate in good faith.
   d) A valid resale certificate is effective until the issuer revokes the certificate.

5. Colorado, Hawaii, Illinois, and New Mexico: these states do not permit the use of this certificate to claim a resale exemption for the purchase of a taxable service for resale.

6. Colorado: Sellers should review 1 Code Colo. Regs. 201-1, Rule 39-26-105-3 (Documenting Exempt Sales) prior to accepting this form. The Colorado Department of Revenue collects and administers the state sales and use taxes and the sales and use taxes of certain cities, counties, and special districts (see department publication DR 1002). Use of this form (along with the other documentation required by department rule) is acceptable for taxes administered by the Colorado Department of Revenue. This form may not be accepted by self-collecting Colorado home-rule cities. Sellers are advised to contact those cities directly for further instruction.

7. Connecticut: This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to Conn. Gen. State §§12-410(5) and 12-411(14) and regulations and administrative pronouncements pertaining to resale certificates. The good faith of the seller will be questioned if it has knowledge of facts which give rise to a reasonable inference that the purchaser does not intend to resell the property, as, for example, knowledge that the purchaser of particular merchandise (or service) is not engaged in the business of selling that kind of merchandise (or service).

8. Florida: Allows the Multistate Tax Commission's Uniform Sales and Use Tax Resale Certificate – Multijurisdiction for tax-exempt purchases for resale; however, the selling dealer must also obtain a resale

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

authorization number from the Florida Department of Revenue at floridarevenue.com/taxes/certificates, or by calling 877-357-3725, and entering the purchaser's Florida *Annual Resale Certificate* number.

9. Georgia: a) The purchaser's state-of-registration number will be accepted in lieu of Georgia's registration number when the purchaser is located outside Georgia, does not have nexus with Georgia, and the tangible personal property is delivered by drop shipment to the purchaser's customer located in Georgia.

b) The certificate relieves the seller from the burden of proof on sales for resale if the seller acquires from the purchaser a properly completed certificate, taken in good faith, from a purchaser who:

(i) Is engaged in the business of selling tangible personal property;

(ii) Has a valid sales tax registration number at the time of purchase and has listed his or her sales tax number on the certificate; and

(iii) At the time of purchasing the tangible personal property, the seller has no reason to believe that the purchaser does not intend to resell it in his or her regular course of business.

10. Hawaii: Allows this certificate to be used by the seller to claim a lower general excise tax rate or no general excise tax, rather than the buyer claiming an exemption. The no tax situation occurs when the purchaser of imported goods certifies to the seller, who originally imported the goods into Hawaii, that the purchaser will resell the imported goods at wholesale. If the lower rate or no-tax does not in fact apply to the sale, the purchaser is liable to pay the seller the additional tax imposed. See Hawaii Dept. of Taxation Tax Information Release No. 93-5, November 10, 1993, and Tax Information Release No. 98-8, October 30, 1998.

11. Idaho: This certificate may be used only when making purchases of tangible personal property for resale in the ordinary cours e of business, and not for any other statutory deduction or exemption. It is valid as a resale certificate only if it complies with Idaho Code Section 63-3622(c).

12. Illinois: Use of this certificate in Illinois is subject to the provisions of 86 Ill. Adm. Code Ch.I, Sec. 130.1405 (Seller's Responsibility to Obtain Certificates of Resale and Requirements for Certificates of Resale). Illinois does not have an exemption for sales of property for subsequent lease or rental, except as follows: (i) a motor vehicle that is used for automobile renting subject to the Automobile Renting Occupation and Use tax Act (35 ILCS 120/2-5(7)) and (ii) merchandise that the purchaser certifies is purchased to be rented subject to the Rental Purchase Agreement Occupation and Use Tax Act (35 ILCS 120/2-5(43)). Buyers purchasing items for lease or rental that meet either of these two exceptions
should not use this Uniform Sales and Use Tax Resale Certificate, but instead must provide to Sellers proof of registration for the Automobile Renting Occupation and Use Tax or the Rental Purchase Agreement Occupation and Use Tax, as appropriate, and, in the case of the Rental Purchase Agreement Occupation and Use Tax, should use Form ST-261 (Exemption Certificate for Property Subject to Rental Purchase Agreement Tax). The use of this certificate for claiming resale purchases of services does not have any application in Illinois.

The registration number to be supplied next to Illinois on page 1 of this certificate must be the Illinois registration or re sale number; no other state's registration number is acceptable.

"Good faith" is not the standard of care to be exercised by a retailer in Illinois. A retailer in Illinois is not required to determine whether the purchaser actually intends to resell the item. Instead, a retailer must confirm that the purchaser has a valid registration or resale number at the time of purchase. If a purchaser fails to provide a certificate of resale at the time of sale in Illinois, the seller must charge the purchaser tax.

While there is no statutory requirement that blanket certificates of resale be renewed at certain intervals, blanket certificates should be updated periodically, and no less frequently than every three years.

13. Kansas: Purchaser must enter a valid Kansas Registration Number issued by the Kansas Department of Revenue. Exemption certificates must be obtained from the purchaser at the time of the sale, but no later than 90 days subsequent to the date of sale. This resale certificate may only be used as a resale exemption certificate or ingredient or component part exemption certificate. This resale certificate may not be used by contractors to purchase materials without sales tax. This resale certificate may not be used by Manufacturing Companies to purchase machinery and equipment without sales tax. See Kansas Certificate ST-201. This resale certificate need not be renewed or updated when there is a recurring business relationship between the buyer and seller. A recurring business relationship exists when a period of no more than 12 months elapses between sales transactions. This resale certificate cannot

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

be used by contractors to purchase labor services from other contractors without tax.

14. Kentucky: a) Kentucky does not permit the use of this certificate to claim a resale exclusion for the purchase of admissions.b) This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Kentucky Revised Statute 139.270.

c) The use of this certificate by the purchaser constitutes the issuance of a blanket certificate in accordance with Kentucky Administrative Regulation 103 KAR 31:111.

15. Maine: This state does not have an exemption for sales of property for subsequent lease or rental. This certificate is not valid for use by manufacturers purchasing tangible personal property that becomes an ingredient or component part of a product manufactured by the manufacturer. Please use Maine's Industrial Users Exemption Certificate (ST-A-117).

16. Maryland: This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Md Tax – Gen § 11-408(b). All claims for the resale exclusion, even those made with this certificate, must include the Buyer's Maryland sales and use tax registration number. Certificates without a Maryland sales and use tax registration number will not be honored by the State. However, in lieu of a sale and use tax registration number, sellers may accept resale certificates that bear the exemption number issued to a religious organization. Exemption certifications issued to religious organizations consist of 8 digits, the first two of which are always "29". Maryland sales and use tax registration numbers, exemptions, and direct pay numbers may be verified on the website of the Comptroller of the Treasury at www.marylandtaxes.gov.

17. Michigan: Blanket certificates are effective for a period of four years unless a lesser period is mutually agreed to and stated on this certificate. A seller who receives and maintains a record of a properly completed certificate is not generally liable for sales or use tax on the transaction, even if a purchaser improperly claims an exemption. There
are certain limited situations in which a seller can be liable for the tax, such as those involving fraud on the part of the seller. For more information, see revenue Administrative Bulletin (RAB) 2016-14.

18. Minnesota: Purchaser's Minnesota tax identification number should be inserted into the row labeled "MN" in the state chart on page 1. If purchaser does not have a Minnesota ta
x
identification number, the following are acceptable:

Purchaser's tax identification number issued by a state other than Minnesota and the name of the state;

Purchaser's federal Employer identification Number;
The number of Purchaser's valid state-issued driver's license, or a valid state-issued ide
ntification number, along with the state of issue.

Purchaser must identify purchaser's type of business using Minnesota's business-type coding system. Check the correct box near the top of page 1. If you check the box labeled "Other," provide the appropriate Minnesota business code in the space following the "Other" check box. You can find a list of Minnesota business codes on the Minnesota exemption certificate (Form ST3).

Purchaser must update the certificate data, as necessary, if this certificate is to be used a
s a blanket exemption certificate for continuing future purchases.
Note that Minnesota allows this certificate to be used to claim a resale exemption only.
It
does not permit this certificate to be used to claim any other type of exemption. To clai
m an
exemption other than resale, use the Minnesota exemption certificate (Form ST3) or the Streamlined Sales Tax Governing Board exemption certificate (Form F0003).

19. Missouri: a) Purchasers who improperly purchase property or services sales-tax free using this certificate may be required to pay the tax, interest, additions to tax, or penalty.
b) Even if property is delivered outside Missouri, facts and circumstances may subject it to Missouri tax, contrary to the second sentence of the first paragraph of the above instructions.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

20. Nevada: a) This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of NRS 372.165, NRS 372.170, NRS 372.175 and NRS 372.180 regarding sales tax, and NRS 372.235, NRS 372.240 and NRS 372.245 regarding use tax.
b) By use of this certificate, the purchaser certifies that the property is purchased for resale in the regular course of business in the form of tangible personal property, which includes property incorporated as an ingredient or component of an item manufactured for resale in the regular course of business.
c) When the applicable tax would be sales tax, it is the Seller who owes that tax unless the Seller takes a timely and valid resale certificate.
d) A valid resale certificate is typically effective until the issuer revokes the certificate, but periodic renewal of the certificate is recommended.
e) Contractors are generally considered consumers of tangible personal property pursuant to NAC 372.200 and are unable and should not use this certificate, and Sellers should not accept it from a contractor.

21. New Mexico: For transactions occurring on or after July 1, 1998, New Mexico will accept this certificate in lieu of a New Mexico nontaxable transaction certificate and as evidence of the deductibility of a sale of tangible personal property provided:

a) this certificate was not issued by the State of New Mexico;
b) the buyer is not required to be registered in New Mexico; and
c) the buyer is purchasing tangible personal property for resale or incorporation as an ingredient or component of
a manufactured product.

22. North Carolina: This certificate is not valid as an exemption certificate if signed by a person such as a contractor who intends to use the property. Its use is subject to G.S. 105-164.28 and any administrative rules or directives pertaining to resale certificates.

23. Ohio: a) The buyer must specify which one of the reasons for exemption on the certificate applies. This may be done by

circling or underlining the appropriate reason or writing it on the form above the state registration section. Failure to specify the exemption reason will, on audit, result in disallowance of the certificate.

b) If no certificate is provided or obtained from the buyer at the time of the sale or within ninety days after the date on which such sale is consummated, it shall be presumed that the tax applies.

24. Oklahoma: Oklahoma would allow this certificate in lieu of a copy of the purchaser's sales tax permit as one of the elements of "properly completed documents" which is one of the three requirements which must be met prior to the vendor being relieved of liability. The other two requirements are that the vendor must have the certificate in his possession within ninety (90) days subsequent to the date of sale and must accept the documentation in good faith. The specific documentation required under OAC 710:65-7-6 is: Written certification containing the purchaser's name, address, type of business, sales tax permit number, and the signature of the purchaser. OAC 710:65-7-8.

Absent strict compliance with these requirements, Oklahoma holds a seller liable for sales tax due on sales where the claimed exemption is found to be invalid, for whatever reason, unless the Tax Commission determines that purchaser should be pursued for collection of the tax resulting from improper presentation of a certificate.

25. Pennsylvania: This certificate is not valid as an exemption certificate. It is valid as a resale certificate subject to the provisions of 61 PA Code §32.3. The buyer should enter their eight-digit Pennsylvania Sales and Use Tax license number. If the buyer does not have a Pennsylvania Sales and Use Tax license number, they must provide an explanation as to why they are not licensed.

26. Rhode Island: Rhode Island allows this certificate to be used to claim a resale exemption only when the item will be resold in the same form. It does not permit this certificate to be used to claim any other type of exemption.

27. South Dakota: Services which are purchased by a service provider and delivered to a current customer in conjunction with the services contracted to be provided to the customer are claimed to be for resale. Receipts from the sale of a service for
resale by the purchaser are not subject to sales tax if the purchaser furnishes a resale certificate which the seller accepts in good faith. In order for the transaction to be a sale for resale, the following conditions must be present:

(a) The service is purchased for or on behalf of a current customer;

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

(b) The purchaser of the service does not use the service in any manner; and
(c) The service is delivered or resold to the customer without any alteration or change.

28. Tennessee: This certificate may only be used to claim a resale exemption for purchases of tangible personal property or taxable services, amusements, or digital products that are for resale; or a component part of a manufactured, assembled, processed, or refined product that is for resale. This certificate may not be used to claim any other type of exemption in Tennessee.

A Tennessee supplier that sells tangible personal property or taxable services to an out-of-state dealer for resale and drop ships the goods to the out-of-state dealer's Tennessee customer, may accept a resale certificate issued by another state, a fully completed Streamlined Sales and Use Tax Exemption Certificate, or the Uniform Sales and Use Tax Resale Certificate – Multijurisdiction that includes the sales tax ID number issued by the other state to make drop shipped sales for resale without tax. See important notice 22-01 Drop Shipment Rule Repealed for more information.

Any tangible personal property or other taxable item or service purchased without the payment of tax using this resale certificate, that is later used or consumed in any manner by the buyer, or is given away, must be reported and the tax paid directly to the Tennessee Department of Revenue.

29. Texas: Items purchased for resale must be for resale within the geographical limits of the United States, its territories, and possessions.

30. Vermont: The reseller must be registered to collect Vermont sales tax. Vermont allows this certificate to be used to claim a resale exemption for goods only, not component parts to a service. It is not to be used by contractors. Vermont's manufacturing exemption is limited to property consumed in the manufacturing process, used directly and exclusively in the manufacturing process, or packaging or shipping materials for use by a manufacturer or wholesale distributor. Any other uses and the use for any other exemptions is not permitted.

    While there is no statutory requirement that blanket certificates of resale be renewed at certain intervals, blanket certificates should be updated periodically, and no less frequently than every three years.

31. Washington: Buyer acknowledges that in addition to the amount of tax due, the misuse of this form may result in interest and penalties being imposed by law.

32. Wisconsin: Allows this certificate to be used to claim a resale exemption only. It does not permit this certificate to be used to claim any other type of exemption.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Frequently Asked Questions
Uniform Sales and Use Tax Certificate – Multijurisdictional

- **To whom do I give this certificate?**
- **Can I register for multiple states simultaneously?**
- **I have received this certificate from my customer. What do I do with it?**
- **Am I the Buyer or the Seller?**
- **What is the purpose of this certificate?**
- **How do I fill out the certificate?**
- **What information goes on the line next to each state abbreviation?**
- **What if I don't have an ID number for any (or some) state(s)?**
- **Who should use this certificate?**
- **Can I use this certificate?**
- **Which states accept the certificate?**
- **I am based in, buying from, or selling into Maine. Can I use this certificate?**
- **I am a drop shipper. Can I use this certificate?**
- **Do I have to fill this certificate out for every purchase?**
- **Can this certificate be used as a blanket certificate?**
- **Who determines whether this certificate will be accepted?**
- **I have been asked to accept this certificate. How do I know whether I should accept it?**
- **Is there a more recent version of this certificate?**
- **To whom should I talk to for more information?**

To whom do I give this certificate?
If you are purchasing goods for resale, you will give this certificate to your vendor, so that your vendor will not charge you sales tax.

If you are selling goods for resale, and you have received this certificate from your buyer, you will keep the certificate on file.

Can I register for multiple states simultaneously?
A buyer must be registered as a retailer for sales/use tax in states where the buyer has sales/use tax nexus in a state. Registration in each state must be done separately with that state. See the state tax agency's website. The Federal Tax Administrators (FTA) maintains a centralized list of links to state agency websites: https://taxadmin.memberclicks.net/state-tax-agencies. The Streamlined Sales Tax Governing Board, Inc. maintains a centralized registration system that can be used to register in states that are members. For more information, see www.streramlinedsalestax.org.

I have received this certificate from my customer. What do I do with it?
Once you have examined the certificate and you have accepted it, you will keep it on file as prescribed by applicable state laws. The relevant state will generally be the state where you are located, or the state where the sales transaction took place.

Am I the Buyer or the Seller?
If you are purchasing goods for resale, you are the Buyer. If you are selling goods to a buyer who is purchasing them for resale, you are the Seller.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

What is the purpose of this certificate?
This certificate is to be used as supporting documentation that the Seller should not collect sales tax because the good or service sold to the Buyer, is exempt from the tax as a sale for resale or as an ingredient or component of a product manufactured by the Buyer and to be resold.

How do I fill out the certificate?
The individual filling out the certificate is referred to as the Buyer. The first two lines, "Issued to Seller" an "Address", should be filled in with the name and address of the Seller. The rest of the information refers to the Buyer (name and address of Buyer, business engaged in, description of business, property or services to be purchased). The line next to each state abbreviation should be filled out with the relevant state ID number.

What information goes on the line next to each state abbreviation?
The line next to each state abbreviation should be filled in with the relevant state ID number. This will be the sales/use tax registration or resale authorization number issued by the state (see next FAQ for an exception). For example, on the line next to AL, provide the sales/use tax registration number issued by Alabama. The relevant registration number may be given various names in the different states. Some of the terms for this number are State Registration or Seller's Permit Number. Regardless of the name, this will be a number that has been issued by the state to the Buyer (see next FAQ for an exception). This number is generally associated with the reseller's authority to collect and remit sales/use tax.

What if I don't have a registration number for any (or some) state(s)?
The states vary in their rules regarding requirements for a reseller exemption or exclusion. Some states require that the reseller (Buyer) be registered to collect sales tax in the state where the reseller makes its purchase. Other states will accept the certificate if the registration number is provided for some other state (such as the resident state of the Buyer). You should check with the relevant state to determine whether you meet the requirements of that state.

Who should use this resale certificate?
A Buyer who is registered in one of the states listed on the resale certificate may be able to use this certificate to make purchases of tangible property or taxable services that are for resale tax-exempt. States vary in their policies for use of this certificate. Questions regarding your specific eligibility to use this certificate should be addressed to the revenue department of the relevant state.

Can I use this resale certificate?
The states vary in their rules for use of this resale certificate. You should check with the relevant state to determine whether you can use this resale certificate for purchases from sellers registered in that state. The footnotes to the certificate provide some guidance; however, the Multistate Tax Commission cannot guarantee that any state will accept this certificate. States may change their policies without informing the Multistate Tax Commission.

Which states accept the certificate?
States listed on the certificate have accepted this certificate. States may change their policies for acceptance of the certificate without notifying the Multistate Tax Commission. You may check with the relevant state to determine the current status of the state's acceptance policy. See next FAQ.

I am based in, buying from, or selling into Maine. Can I use this certificate?
Please contact Maine Revenue Services.

I am a drop shipper. Can I use this certificate?
If you are the Buyer and your Seller ships directly to your customers, you may be able to use this certificate because you are a reseller. However, your Seller may be unwilling to accept this certificate if you are not

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

registered to collect sales tax in the state(s) where your customers are located.
If you are the Seller, and you have nexus with the state(s) into which you are shipping to your Buyer's customers, you may be required by such state(s) to remit sales tax on those sales if your Buyer is not registered to collect sales tax.

Do I have to fill this resale certificate out for every purchase?
In many cases, this certificate can be used as a blanket certificate, so that you will only need to fill it out once for each of your Sellers. Some states require periodic replacement with a renewed certificate (see notes on certificate).

Can this resale certificate be used as a blanket certificate?
In many states this certificate can be used as a blanket certificate. You should verify this with the applicable state. A blanket certificate is one that can be kept on file for multiple transactions between a specific Buyer and specific Seller.

Who determines whether this resale certificate will be accepted?
The Seller will determine whether it will accept the certificate from the Buyer. The applicable state will determine whether a certificate is acceptable for the purpose of demonstrating that sales tax was properly exempted. The applicable state will generally be the state where the Seller is located or has nexus or the state where the sales transaction took place, or where the Buyer is located. The Multistate Tax Commission does not determine whether this certificate will be accepted either by the Seller or the applicable state.

I have been asked to accept this resale certificate. How do I know whether I should accept it?
You should contact your state revenue department if you are not familiar with the policies regarding acceptance of resale certificates.

In order for the certificate to be accepted in good faith by the Seller, Seller must exercise care that the property or service being sold is of a type normally sold wholesale, resold, leased, rented or incorporated as an ingredient or component of a product manufactured by Buyer and then resold in the usual course of its business. A Seller failing to exercise care could be held liable for the sales tax due in some states.

Is there a more recent version of this certificate?
No. The most recent version is posted on our website (revised as of October 14, 2022). You may have seen a version that has been modified in an unauthorized manner. You should not use any version other than the one available on our website.

Whom should I talk to for more information?
For information regarding whether the certificate will be accepted in the applicable state, you should contact the revenue department of that state. The Multistate Tax Commission's Member States webpage has links to revenue department websites.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED Shrieve Chemical Company LLC Shrieve Chemical Products, LLC 1442 Lake Front Circle, Suite 500 The Woodlands, TX 77380	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : AIG Specialty Insurance Company — 26883 INSURER B : National Union Fire Insurance Company of P — 19445 INSURER C : Argonaut Insurance Company — 19801 INSURER D : Texas Mutual Insurance Company — 22945 INSURER E : Evanston Insurance Company — 35378 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W34186561 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	EG 14260818-02	06/30/2024	06/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	013-16-3239	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			EGU 14260819-02	06/30/2024	06/30/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 929038262314	06/30/2024	06/30/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	POLLUTION LEGAL LIABILITY			EG 14260818-02	06/30/2024	06/30/2025	EACH OCCURRENCE LIMIT AGGREGATE	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an Additional Insured as respects to General Liability and Auto Liability. General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of Certificate Holder with respects to General Liability, Auto Liability and Workers Compensation, as permitted by law.

SEE ATTACHED

CERTIFICATE HOLDER

Evidence of Coverage

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

© 1988-2016 ACORD CORPORATION. All rights reserved.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis Towers Watson Insurance Services West, Inc.	Shrieve Chemical Company LLC Shrieve Chemical Products, LLC 1442 Lake Front Circle, Suite 500 The Woodlands, TX 77380
POLICY NUMBER See Page 1	
CARRIER: See Page 1 / NAIC CODE: See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Liability Follows Form of Underlying Coverage

INSURER AFFORDING COVERAGE: Texas Mutual Insurance Company NAIC#: 22945
POLICY NUMBER: 0001163631 EFF DATE: 06/30/2024 EXP DATE: 06/30/2025

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and	EL Each Accident	$1,000,000
Employers Liability - TX	EL Disease Ea Emp.	$1,000,000
Per Statute	EL Disease-Policy Lim	$1,000,000

INSURER AFFORDING COVERAGE: Evanston Insurance Company NAIC#: 35378
POLICY NUMBER: AXN0023-24 EFF DATE: 06/30/2024 EXP DATE: 06/30/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Liability	Each Occurrence	$10,000,000
Occurrence Basis	Aggregate	$10,000,000

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

SR ID: 26096875 BATCH: 3523397 CERT: W34186561

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket - FL
Where required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/30/2024 Policy No. WC 929038262314 Endorsement No.

Policy Effective Date: 06/30/2024 - 6/30/2025 Premium $

Insured: SHRIEVE CHEMICAL COMPANY LLC

DBA:

Carrier Name / Code: Argonaut Insurance Company

WC 00 03 13
(Ed. 4-84)

Countersigned by _____

©1983 National Council on Compensation Insurance.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket - GA
Where required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/30/2024 Policy No. wc 929038262314 Endorsement No.

Policy Effective Date; 06/30/2024 - 6/30/2025 Premium $

Insured: SHRIEVE CHEMICAL COMPANY LLC

DBA:

Carrier Name / Code: Argonaut Insurance Company

WC 00 03 13
(Ed. 4-84)

Countersigned by _____

© 1983 National Council on Compensation Insurance.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket - IN
Where Required By Written Contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/30/2024 Policy No. WC 929038262314 Endorsement No.

Policy Effective Date; 06/30/2024 - 6/30/2025 Premium $

Insured: SHRIEVE CHEMICAL COMPANY LLC

DBA:

Carrier Name / Code: Argonaut Insurance Company

WC 00 03 13
(Ed. 4-84)

Countersigned by _____

© 1983 National Council on Compensation Insurance.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket - MI
Where required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date. 06/30/2024 Policy No. WC 929038262314 Endorsement No.

Policy Effective Date: 06/30/2024 - 6/30/2025 Premium $

Insured: SHRIEVE CHEMICAL COMPANY LLC

DBA:

Carrier Name / Code: Argonaut Insurance Company

WC 00 03 13
(Ed. 4-84)

Countersigned by _____

©1983 National Council on Compensation Insurance.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.020 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Blanket - CA

Job Description

Where required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/30/2024 Policy No. WC 929038262314 Endorsement No.

Policy Effective Date: 06/30/2024 - 6/30/2025 Premium $

Insured: SHRIEVE CHEMICAL COMPANY LLC

DBA:

Carrier Name / Code: Argonaut Insurance Company

Countersigned by _____

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

ENDORSEMENT NO. 18

This endorsement, effective 12:01 AM, 06/30/2024

Forms a part of Policy No: 14260818-02

Issued to: Shrieve Chemical Company LLC

By: AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND POLLUTION LEGAL LIABILITY POLICY

SCHEDULE

Name of Person(s) or Organization(s):

It is hereby agreed that:

I. Solely as respects **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** and **COVERAGE E – ADDITIONAL POLLUTION LEGAL LIABILITY, SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability arising out of your ongoing operations for that insured.

II. Solely with respect to the insurance afforded to these additional insured(s), the following exclusion is added:

2. Exclusions

This insurance does not apply to **bodily injury** or **property damage** occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
Or countersignature (where required by law)

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

ENDORSEMENT NO. 17

This endorsement effective 12:01 A.M,06/30/2024
Forms a part of Policy No: 14260818-02
Issued to: Shrieve Chemical Company LLC
By: AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND POLLUTION LEGAL LIABILITY POLICY

Solely as respects **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** and **COVERAGE E – ADDITIONAL POLLUTION LEGAL LIABILITY,** it is hereby agreed that **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured(s) the person(s) or organization(s) shown in the Schedule below, but only with respect to liability arising out of **your work** at the location designated and described in the Schedule below performed for that additional insured(s) and included in the **products-completed operations hazard**.

SCHEDULE

Name of Additional Insured person(s) or Organization(s):

WRITTEN CONTRACT EXECUTED PRIOR TO CLAIM OR LOSS

Location and Description of Completed Operations:

ALL LOCATIONS AND PROJECTS OF THE NAMED INSURED

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
Or countersignature (where required by law)

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

ENDORSEMENT NO. 12

This endorsement, effective 12:01 AM, 06/30/2024

Forms a part of Policy No: 14260818-02

Issued to: Shrieve Chemical Company LLC

By: AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED VENDORS ENDORSEMENT – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s) (Vendor):

Where required by written contract when such contract was signed and executed prior to the sale, distribution, handling or transfer of your product

Your Products:

All products sold, handled or distributed by the insured

Solely as respects Coverages A, E-1, E-2 and E-3, if applicable, **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person(s) or organization(s) (referred to herein as the "vendor") shown in the Schedule above, but only with respect to **bodily injury, property damage, environmental damage**, or **emergency response costs** arising out of **your products** shown in the Schedule above which are distributed or sold in the regular course of the vendor's business, subject to all of the terms and conditions of this Policy and the additional following exclusions, terms and conditions:

1. The insurance afforded the vendor does not apply to:

a.B odily injury, property damage, environmental damage, or **emergency response costs** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b.A ny express warranty unauthorized by you;

c. Any physical or chemical change in **your product** made intentionally by the vendor;

d.R epackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of **your product**;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your product**;

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

g. **Your product** which, after distribution or sale by you, has been labeled or relabeled, or used as a container, part or ingredient of any other thing or substance, by or for the vendor; or

h. **Bodily injury, property damage, environmental damage** or **emergency response costs** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Sub-paragraphs **d**. or **f**. above; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of **your product**.

2. This insurance does not apply to any products you have acquired from a vendor, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Solely with respect to the coverage afforded to the vendor pursuant to this Endorsement, **SECTION IV-CONDITIONS**, paragraph **4. Other Insurance** is deleted in its entirety and replaced with the following:

4. Other Insurance

This insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such vendor whether primary, excess, contingent, or on any other basis.

All other terms, conditions, and exclusions shall remain the same

AUTHORIZED REPRESENTATIVE
Or countersignature (where required by law)

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

ENDORSEMENT NO. 5

This endorsement, effective 12:01 AM, 06/30/2024

Forms a part of Policy No: 14260818-02

Issued to: Shrieve Chemical Company LLC

By: AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND POLLUTION LEGAL LIABILITY COVERAGE FORM

It is hereby agreed as follows:

SECTION IV – CONDITIONS, Paragraph **7. Transfer of Rights of Recovery Against Others to Us – Applicable to Coverages A, B, C and E** is amended by the addition of the following at the end of such subparagraph:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make under Coverage A, B, C and E for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name of Person or Organization:

Blanket where required by written contract or agreement

Los Angeles Department of Water and Power
City of Vero Beach
City of Austin-Austin Energy
Cerberus Business Finance Agency, LLC as collateral agent and its successors and assigns
FMP Agency Services, LLC, as Agent, on behalf of itself and the Lenders

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
Or countersignature (where required by law)

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 10/1/22 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001163631 of Texas Mutual Insurance Company effective on 06/30/2024

Issued to: SHRIEVE CHEMICAL COMPANY LLC

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

9/29/22

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

An official website of the United States government Here's how you know

SAM.GOV®

Home Search Data Bank Data Services Help

Search All Words e.g. 1606N020Q02 Search Results Saved Searches

Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search | Search Editor

- ( ) Any Words
- (•) All Words
- ( ) Exact Phrase

e.g. 123456789, Smith Corp

"Shrieve Chemical" ×

Classification

Excluded Individual

Excluded Entity

Entity Name

Shrieve Chemical ×

Unique Entity ID

e.g. HTYR9YJHK65L

CAGE / NCAGE

Federal Organizations

Exclusion Type

Exclusion Program

Location

Dates

Reset

Entity Information | Entities | Disaster Response Registry | Responsibility / Qualification | Exclusions

No matches found

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

Go Back

Feedback

Our Website

About This Site

Our Community

Release Notes

System Alerts

Our Partners

Acquisition.gov

USASpending.gov

Grants.gov

More Partners

Policies

Terms of Use

Privacy Policy

Restricted Data Use

Freedom of Information Act

Accessibility

Customer Service

Help

Check Entity Status

Federal Service Desk

External Resources

Contact

GSA

⚠ WARNING

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

SAM.gov
An official website of the U.S. General Services Administration

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Shrieve Chemical Company, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . **P**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

1442 Lake Front Circle Suite 500

6 City, state, and ZIP code

The Woodlands TX 77380

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

7	4	–	1	9	9	4	8	8	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Kate Ziegler **Date** 01/01/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Shrieve Chemical Company
May 8, 2025

RE: Authority to Bind – Invitation to Bid No. ITB 25-016
Sulfuric Acid 93% for Water Treatment Plant Operations

To Whom It May Concern,

I, Jason VanVleet, in my capacity as Chief Executive Officer of Shrieve Chemical Company, hereby authorize **Chris Burns**, to act on behalf of Shrieve Chemical Company and bind the company in all matters related to the submission of our response to **Invitation to Bid No. ITB 25-016 – Sulfuric Acid 93% for Water Treatment Plant Operations**, issued by the City of Deerfield Beach.

Chris Burns is authorized to sign and submit all required documentation and agreements related to this bid.

Should you require any additional information or verification, please feel free to contact me directly.

Sincerely,

Jason VanVleet
Chief Executive Officer
Shrieve Chemical Company
jvanvleet@shrieve.com
813-220-5450

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Shrieve Chemical Company

1442 Lake Front Circle, Suite 500
The Woodlands, Texas 77380

800-367-4226
Fax: 281-367-0071

SHRIEVE CHEMICAL COMPANY, LLC

Filing Information
Document Number
M22000001143
FEI/EIN Number
74-1994881
Date Filed
01/24/2022
State
TX
Status
ACTIVE
Principal Address
1442 LAKE FRONT CIRCLE, STE 500
THE WOODLANDS, TX 77380
Mailing Address
1442 LAKE FRONT CIRCLE, STE 500
THE WOODLANDS, TX 77380

Registered Agent Name & Address
BURNS, CHRIS
2301 CYPRESS GARDENS BLVD
WINTER HAVEN, FL 33884

Authorized Person(s) Detail
Name & Address

Title MGR

VANVLEET, JASON
1442 LAKE FRONT CIRCLE, STE. 500
THE WOODLANDS, TX 77380

Chris Burns

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

Chris Burns
Marketing Director

Shrieve Chemical Company, LLC SE Region
2301 Cypress Gardens Blvd. Winter Haven, FL 33884
P 800.367.4226 F 281.367.0071

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

8813 HIGHWAY 41 SOUTH
RIVERVIEW, FLORIDA 33569

93 % SULFURIC ACID

TYPICAL AVERAGE PRODUCTION SPECIFICATIONS

Sulfuric Acid (H_2SO_4)	**93.2 – 94.6%**
Iron (Fe)	**< 20 ppm**
Reducing Substances as SO_2	**<20 ppm**
Nitrates as NO_3	**<10 ppm**
Chlorides as Cl	**< 5 ppm**
Ammonium as NH_4^+	**< 1 ppm**
Heavy Metals as Pb	**< 1 ppm**
Aluminum (Al)	**< 0.5 ppm**
Antimony (Sb)	**< 0.5 ppm**
Arsenic (As)	**< 1.0 ppm**
Cadmium (Cd)	**< 0.5 ppm**
Chromium (Cr)	**< 1 ppm**
Copper (Cu)	**< 0.5 ppm**
Lead (Pb)	**< 1 ppm**
Manganese (Mn)	**< 0.5 ppm**
Mercury (Hg)	**< 20 ppb**
Nickel (Ni)	**< 0.5 ppm**
Platinum (Pt)	**< 0.5 ppm**
Potassium (K)	**< 1 ppm**
Selenium (Se)	**< 0.5 ppm**
Zinc (Zn)	**< 0.5 ppm**
Fixed Residue	**110 ppm**
Organic Matter	**< 10 ppm**
Color	**30**
Turbidity (NTU)	**< 1**

NSF®

Certified to ANSI/NSF-60	Max. Use: 50 mg/L

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

EXHIBIT “B”
SCOPE OF SERVICES

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

SECTION VI – SPECIFICATIONS

1. General

The City of Deerfield Beach is actively seeking bids from qualified vendors to provide Sulfuric Acid 93% (H2SO4) in bulk, delivered on an as-needed basis to the Water Treatment Plant Operations, 290 Goolsby Blvd, Deerfield Beach, FL 33442 and other participating SE Florida Governmental Purchasing Cooperative Group agencies as stated in this ITB. The City of Deerfield Beach is acting as the lead agency for the Cooperative Group for this bid. This will be a term contract.

2. Technical Specifications

a. Sulfuric Acid 93% (H2SO4) will be used by the City's Water Treatment Plant to produce drinking water, and all products bid must be authorized for such use by the City.

b. This product is for use in the Water Treatment Plant's (membrane filtration system).

c. Technical Grade: 93.19% minimum 66-degree Baume.

d. Total iron content shall not exceed twenty-five parts per million (25ppm).

3. Certification and Testing

a. The sulfuric acid supplied shall be listed by the National Sanitation Foundation (NSF) as being in full compliance with NSF/ANSI Standard 60 for Drinking Water Treatment Chemicals – Health Effects. The Contractor shall submit with their Response Attachments proof of certification that the product offered conforms to NSF/ANSI Standard 60.

b. The City reserves the right during the contract period to determine by independent test if the product supplied by the Successful Offeror meets the specifications herein. If test meets the specifications, then cost of the test shall be paid for by the City. If the test does not meet the specifications, then cost of the test shall be paid for by the Successful Offeror. In addition, the facilities of the Florida State Department of Agriculture testing laboratories may be used for any referee testing.

c. Offerors shall submit with their Response Attachments certified laboratory tests within the past six (6) months to substantiate minimum and average figures, along with a typical analysis of the Sulfuric Acid 93% product offered listing all impurities, detailed technical product specifications with applicable Material Safety Data Sheet (MSDS), and proof that the product bid has been approved by applicable Federal agencies for use in drinking water. Reference Exhibit A – Material Data Sheet (MSDS) for the current product used by the City.

4. Standardization / Variances

The City intends to purchase a product as specified and contained herein. In no way does the City of Deerfield Beach intend to limit competition to one bidder. State any and all variances clearly in writing. Wherever in these contract documents a particular brand, make of material, manufactured article, device or equipment is shown or specified, such brand, make of material, manufactured article, device or equipment should be regarded as the standard.

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

5. Delivery

a. The Contractor shall be notified by email, telephone, or facsimile for requested deliveries and shall make deliveries within seventy-two (72) hours of the request or as otherwise specified by the Bidder on the Bid Schedule. Deliveries shall be made in 25-ton increments. All deliveries shall be made on weekdays, excluding holidays observed by the City, between the hours of 8:00 a.m. and 2:00 p.m. The City of Deerfield Beach reserves the right to terminate the contract in the event the delay in delivery is deemed unacceptable.

b. The Contractor shall ensure that the product is delivered in clean containers/tanks and is free of contamination. If the stock is contaminated, the Contractor, shall be liable for all costs associated with disposal of contaminated material, cleanup of storage facilities and full replacement of product at the Contractors expense. The City reserves the right to reject any delivery that has been contaminated or does not conform to product specifications.

c. The transfer of product from the delivery vehicle to the City's storage tanks shall be the sole responsibility of the Contractor. The Contractor shall be responsible for all health, safety, and costs associated with the transport and delivery of the product, to include but not limited to chemical spills and related cleanups.

d. The fill lines to the City's storage tanks are equipped with a 2-inch, male, quick-connect coupling. In order to protect the acid tank fill line, transfer of acid must be performed at low pressure (25-30 psi).

6. Inventory

The vendor shall have access to adequate inventory to attain 100% fill rate. A 100% fill rate shall mean that 100% of product will be delivered within seventy-two (72) hours after receipt of order. The City of Deerfield Beach and all other Cooperative Group agencies reserves the right to require proof of access to inventory. The vendor shall immediately notify the Purchasing Department of each respective Cooperative Group agency when out of stock of product due to circumstances beyond their control. The City of Deerfield Beach reserves the right to procure out of stock product from other sources in these circumstances.

7. Substitutions

a. The City shall not accept substitute shipments of any kind. Contractor shall furnish the product specified in the bid once awarded. Any substitution of material will require prior written approval by the City of Deerfield Beach. Any substitute shipments that have not received the prior written approval of the City shall not be accepted and shall be returned at the expense of the Contractor.

b. If a bid item is discontinued by the manufacturer during the period of award and the bid item is not available from within the vendors or manufacturers inventory, then the vendor shall advise the Purchasing Departments of all agencies, in writing, of non-availability of the bid item and shall include complete descriptive, technical literature on the item offered to replace the discontinued bid item and, upon written approval, shall furnish the replacement item at the same firm price offered for the original bid item or at a lower price during the remainder of the period of award. Samples of replacement items, if

Docusign Envelope ID: 47BFB50B-0C1C-45E6-91C4-00B0FA7E57C8

requested, must be supplied for evaluation by the appropriate City staff. The City of Deerfield Beach shall not be held liable for any damages incurred to equipment during evaluation.

8. Samples and Demonstrations

When requested, samples are to be furnished free of charge to the City. If a sample is requested, it must be delivered within seven (7) days of the request, unless otherwise stated in the bid. Each sample must be marked with the Offeror's name and manufacturer's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the Offeror.

9. Reporting Requirements

The Contractor(s) shall furnish to the City of Deerfield Beach, acting as lead agency for the Cooperative Group agencies, a detailed Summary of Sales report on a semi-annually basis during the contract period. The Summary of Sales report shall include the following information:

- Contractor's name
- Contract name and number
- Tonnage for each participating Cooperative Group agency
- Total dollar sales volume for each participating Cooperative Group agency

The report may be provided in greater detail, but no less than the requirement stated herein.

Attachment 5B

Shrieve Chemical Company

1442 Lake Front Circle, Suite 500
The Woodlands, Texas 77380

800-367-4226
Fax: 281-367-0071

Monday, August 11, 2025

Erasmo 'Rod' Rodriguez
Water Plant Manager – East & West Plants
City of Miramar
4100 S Flamingo Rd.
Miramar, FL 33027
erodriguez@miramarfl.gov

Re: Acknowledgement of Piggyback to Deerfield Beach ITB No. 25-016 Sulfuric Acid 93% for Water Treatment

Mr Rodriguez,

Please accept this letter as authorization that the City of Miramar will piggyback the above contract for sulfuric acid supply. Contract starting date is 9/1/25 and the price will be firm for a year.

Miramar will piggyback the contract with the same terms and conditions but will have a freight equalization charge due to the max delivery amount of 2,200 gallons (LTL). The contractual price is $259.90/ton and the freight equalization charge is $50.10/ton. This can be charged as a separate line item if needed.

We look forward to working with you.

Thank you,

Chris Burns

Chris Burns
Marketing Director

SNF WATER SCIENCE

polydyneinc.com

Updated: July 3, 2025
February 14, 2025

Mr. Bruce Tross
City of Miramar
13900 Pembroke Rd.
Miramar, FL 33027

Subject: Piggyback Contract Offer for the Purchase of Polymer
RE: City of Tampa Bid Number: 24-P-01431 – Liquid Cationic Polymer

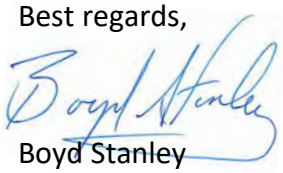
Dear Mr. Tross,

Polydyne Inc. is pleased to offer the City of Miramar the option to piggyback the purchase of cationic emulsion polymer, CLARIFLOC™ SE-2067M, from the referenced City of Tampa contract. While CLARIFLOC™ SE-2067M is not specifically included in this agreement, it is equivalent to CLARIFLOC™ SE-2067. With this piggyback agreement, the unit price for CLARIFLOC™ SE-2067M will be $1.55/Lb. The period of this agreement will be from April 23, 2025, through April 22, 2028. There is an option to extend this agreement for a two-year period. Prices may be adjusted annually.

Please find attached a copy of the City of Tampa's bid and related documents for your reference. All terms and conditions stated therein will apply.

Thank you for your business. We look forward to continuing to supply the City of Miramar. Should you have any questions regarding this offer, please feel free to contact Chris Cherp, Sr. Technical Sales Representative, at (941) 961-3998.

Best regards,



Boyd Stanley
Sr. Vice-President

Enclosures

City of Tampa
Purchasing
DeAnna Faggart, Director
2555 E Hanna Ave, Tampa, FL 33610
(813) 274-8351

NOTICE OF INTENT TO AWARD
ITB No. 24-P-01431
Liquid Cationic Polymer

RESPONSE DEADLINE: February 4, 2025 at 2:00 pm

Monday, February 10, 2025

NOTICE OF INTENT TO AWARD

ITB/RFP Title: Liquid Cationic Polymer

ITB/RFP Number: 24-P-01431

Please be advised that the City of Tampa, Director of Purchasing, with concurrence of the Wastewater Department has recommended awarding the above-referenced ITB/RFP to:

Polydyne Inc.

This notice is not to be construed as final award of this solicitation. Final award is subject to review by the City of Tampa Purchasing Staff for compliance with purchasing procedures, funding availability, insurance coverage, and legal sufficiency.

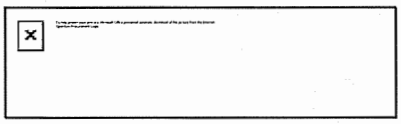
A Bidder/Proposer aggrieved by this decision may file a protest not later than 4:30 P.M., five (5) business days from the first posting hereof, pursuant to City of Tampa Code Chapter 2, Article V, Division 3, Section 2-282, Procurement Protest Procedures. Protests not conforming therewith shall not be reviewed.

DeAnna Faggart, NIGP-CPP, CPPO, CPPB

Purchasing Director

Rebecca Beasley

From: OpenGov Procurement Notifications <procurement-notifications@opengov.com>
Sent: Thursday, January 30, 2025 4:15 PM
To: US-RIC-Polydyne Bid Dept.
Subject: Response Submitted: 24-P-01431: Liquid Cationic Polymer



Hi Randal,

Your response for 24-P-01431: Liquid Cationic Polymer has been submitted!

If you need to make any updates, please go to your response, click the "Unsubmit Response" button at the bottom of the page, and make your changes. Just be sure to submit your response again once you've finished updating.

View Response

Questions? We're happy to help! Please do NOT respond to this email and instead reach us at procurement-support@opengov.com.

ADDENDUM #2

BID RESPONSE
FOR LIQUID CATIONIC POLYMER

Please Print or Type Polydyne Inc.

We the undersigned, as Bidders, hereby declare that we have carefully read this proposal or bid and the provisions, terms and conditions concerning the equipment, materials, supplies or services as called for, and with full knowledge and understanding of the requirements and conditions, do hereby agree to furnish and to deliver as indicated, FOB, City Facility Location, with all transportation charges prepaid, and for the prices quoted thereon as follows.

Polymer Name	Quantity ("A")	Unit	Unit Price ("B")	Price to condition one Ton of sludge (Ton Price = A * B)
CLARIFLOC SE-2067 (from below)	1.38 (from below)	Pounds/ Wet ton of sludge	$ 1.55 /lb (Bidder inserts number)	$ 2.139 (Bidder inserts number)

Total Calculated 2-year Bid:

$ 2.139 (Ton price from above = A * B) (Bidder inserts number) X 2,200,000 WET TONS/YEAR (estimated 2-yr volume) = $ 4,705,800.00 (Total calculated bid)

COMPANY	POLYMER NAME (bid response above)	DOSE ("A" on bid response above)
POLYDYNE	SE-2067	1.38 lbs/wet ton

Firm Name: Polydyne Inc.

Authorized Representative's Name: Mark Schlag

Authorized Representative's Title: Treasurer

Address: 1 Chemical Plant Road

City: Riceboro State: GA Zip: 31323

Telephone No.: 800-848-7659 (2) Fax No.: (912) 880-2078 Email: bids@polydyneinc.com

Federal I.D. #: 34-1810283

Type Organization: [ ] Individual [ ] Small Business [ ] Non-Profit
[ ] Partnership [✓] Corporation [ ] Joint Venture

Business is licensed (unless exempt by applicable law), permitted and certified to do business in the State of Florida:
[✓] Yes [ ] No License # F01000005154

Authorized Signature: _____ Date: 1/30/2025

Mark Schlag, Treasurer

OPEN

Liquid Cationic Polymer

Last updated by Addendum #2 on Jan 27, 2025 12:46 PM

See what changed

$ Invitation To Bid

Wastewater

88570

Project ID: 24-P-01431

Release Date: Wednesday, November 20, 2024

Due Date: Tuesday, February 4, 2025 2:00pm

Posted Wednesday, November 20, 2024 8:18am

All dates & times in Eastern Time

Time Remaining: 5 days, 2 hours, 57 minutes

1. Contact Information ✓
2. Addenda Confirmation ✓
3. VENDOR RESPONSES ✓
4. Company Profile ✓
5. Submit — Ready

Options ▾ ✔ Save

Polydyne Inc. Response

Company Name*

Polydyne Inc.

All fields marked with * are required

Address Line 1*

1 Chemical Plant Rd.

Address Line 2

Required

City*

Riceboro

State*

GA

Zip Code*

31323

☐ Outside the United States?

Contact Email*

bids@polydyneinc.com

Contact First Name

Randal

Contact Last Name

Vickery

Website

www.polydyneinc.com

All fields marked with * are required

Contact Phone

(800) 848-7659

Extension

2

☐ Outside the United States & Canada?

Save Progress | Continue ›

OPEN

Liquid Cationic Polymer

Last updated by Addendum #2 on Jan 27, 2025 12:46 PM

See what changed

$ Invitation To Bid

Wastewater

88570

Project ID: 24-P-01431

Release Date: Wednesday, November 20, 2024

Due Date: Tuesday, February 4, 2025 2:00pm

Posted Wednesday, November 20, 2024 8:18am

All dates & times in Eastern Time

Time Remaining: 5 days, 2 hours, 56 minutes

1. Contact Information

2. Addenda Confirmation

3. VENDOR RESPONSES

4. Company Profile

5. Submit — Ready

Options ▾ ✔ Save

Polydyne Inc. Response

☑ I agree to update this response to acknowledge any addenda received in the future even if this response has already been submitted.

Confirmed!

Jan 30, 2025 9:37 AM
by Randal Vickery

Addendum #1

Jan 13, 2025 7:59 AM

Please use the See What Changed link to view all the changes made by this addendum.

Bid extended to February 4, 2025 at 2:00pm. Also, Pollution Liability has been added to the required insurance.

See What Changed

Confirmed!

Jan 30, 2025 9:37 AM
by Randal Vickery

Addendum #2

Jan 27, 2025 12:46 PM

Please use the See What Changed link to view all the changes made by this addendum.

Bid Response page was attached with Performance-Based Dosing Rates to be bid on by each Bidder. Please complete and upload in the Vendor Responses Section.

See What Changed

Addendum_2_-_Bid_Response_Page_Liquid_Cationic_Polymer_2025.pdf

< Back | Save Progress | Continue >

OPEN

Liquid Cationic Polymer

Last updated by Addendum #2 on Jan 27, 2025 12:46 PM

See what changed

$ Invitation To Bid

Wastewater

88570

Project ID: 24-P-01431

Release Date: Wednesday, November 20, 2024

Due Date: Tuesday, February 4, 2025 2:00pm

Posted Wednesday, November 20, 2024 8:18am

All dates & times in Eastern Time

Time Remaining: 5 days, 2 hours, 56 minutes

1. Contact Information ✔

2. Addenda Confirmation ✔

3. VENDOR RESPONSES ✔

4. Company Profile ✔

5. Submit **Ready**

Options ▾ ✔ Save

Polydyne Inc. Response

Export to CSV

✔ **1. Authorized Representative's Information***

Please include the following information regarding your Authorized Representative:

- Name
- Title
- Mailing Address
- Telephone Number
- Email Address

Mark Schlag
Treasurer
1 Chemical Plant Road
Riceboro, GA 31323
Phone: (800) 848-7659 Opt. 2
Email: bids@polydyneinc.com

✔ 2. Type of Organization*

How is your business organized?

- ◯ Individual
- ◯ Small Business
- ◯ Non-Profit
- ◯ LLC
- ◯ Partnership
- ◉ **Corporation**
- ◯ Joint Venture

✔ 3. Business License*

Is your business licensed (unless exempt by applicable law), permitted and certified to do business in the State of Florida?
Your answer to this question may show additional questions.

- ◉ **Yes**
- ◯ No

✔ 3.1. License Number*

Enter your Florida Business License Number here.

F01000005154

✔ 4. BID PROPOSAL*

Upload your Bid Pricing Proposal here.

Bid_Response_Sheet_Addendum_2.pdf

File

Drop some files here or click to select files to upload.

✔ 5. MBD FORMS 10 AND 20*

Please download the below documents, complete, and upload.

FORMS_MBD-10,_MBD-20.pdf

Your file uploads:

FORMS_MBD-10,_MBD-20_Polydyne_Inc.pdf

File

Drop some files here or click to select files to upload.

✔ 6. Sub-Contractors*

Will you be using Sub-Contractors?
Your answer to this question may show additional questions.

- ○ Yes
- ● **No**

✔ 7. BIDDER'S AFFIDAVIT*

Please download the below documents, complete, and upload.

BIDDER'S_AFFIDAVIT.pdf

Your file uploads:

BiddersAffidavit_Polydyne_Inc.pdf

File

Drop some files here or click to select files to upload.

✔ 8. AFFIDAVIT OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES (2023)*

Please download the below documents, complete, and upload.

Affidavit_of_Compliance_with_Foreign_Countries_of_Concern.pdf

Your file uploads:

Foreign_Concern_Affidavit_Polydyne_Inc.pdf

File

Drop some files here or click to select files to upload.

✔ 9. Public Record Declaration or Claim of Exemption*

As a Bidder, any document you submit to the City of Tampa may be public record and be open for personal inspection or copying by any person. In Florida "public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law.

Do you claim any exemptions from the public records laws?
Your answer to this question may show additional questions.

- ○ Yes
- ● **No**

✔ 10. Conflict of Interest(s)*

For purposes of determining any possible conflict of interest, all bidders, must disclose if any elected or appointed officer of the City of Tampa, City of Tampa employee(s), or any immediate family member* or close personal relation** of an elected or appointed officer of the City of Tampa or City employee(s) is also an owner, corporate officer, agent, employee, stockholder, or has a controlling financial interest***, etc., of their business.

*Immediate family means spouse, parents and children of the person involved.

**Close personal relationship means dating, cohabitation, and/or having an intimate sexual relationship. Dating includes but is not limited to casual dating, serious dating, or casual sexual involvement where the parties have no intention of carrying on a long-term relationship, cohabitation, and any other conduct or behavior normally associated with romantic or sexual relationships. This definition applies regardless of the sexual orientation of the employees involved. Persons involve d in a close personal relationship shall be referred to as a "close personal relation."

***Controlling financial interest means ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or such other interest or position in a business entity sufficient to allow

him or her to control its operations.

Do you need to disclose any Conflicts of Interest?
Your answer to this question may show additional questions.

○ Yes

● No

✔ 11. Coercion for Labor or Services Attestation Pursuant to Section 787.06, Florida Statutes (2024)*

Pursuant to Section 787.06(13), F.S., this question must be acknowledged by an officer or representative of a nongovernmental entity when a contract is executed, renewed, or extended between the nongovernmental entity and a governmental entity.

The bidder confirms that they do not use coercion for labor or services as defined in Section 787.06, F.S. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

☑ Please confirm

✔ 12. Minority Business Status*

Are you certified with the City of Tampa's EBO department?
Your answer to this question may show additional questions.

○ Yes

● No

✔ 13. Criminal History Screening Practices*

Are you applying for an applicable discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices?

Please review the following and answer the questions accordingly.

The Bidder hereby declines any discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices.

The Bidder hereby declines any discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices; however, Bidder has Criminal History Screening practices similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances.

The Bidder hereby applies for applicable discount or incentive related to Notarized past employment analysis that includes the number of disadvantaged workers the bidder has hired in the past, or, if the bidder has never hired a disadvantaged worker, an explanation that the bidder made a good faith effort to hire a disadvantaged worker: and,

- An estimate of the number of disadvantaged workers that the bidder has hired or plans to hire if the bidder is awarded the project; and,
- Evidence that the bidder's recruitment literature and employment policy does not include langua[illegible] at is disadvantageous to a disadvantaged worker.

- Identify potential job opportunities under the project that may be available for disadvantaged workers if the City awards the Bidder the project; and,
- Agrees to consider for job placement at least one otherwise qualified disadvantaged worker, to the extent a job opportunity is available, if and after the Bidder is awarded the project; or
- Currently employs a percentage of disadvantaged workers consistent with industry standards as determined by the director of the soliciting department or designee.

Your answer to this question may show additional questions.

○ Yes

● **No**

✔ 13.1. Decline, with similar practices?*

Do you have Criminal History Screening practices similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances, but are still declining any discount or incentive?

● **Yes**

○ No

✔ 14. Are you a major manufacturer of polymer, or an exclusive representative of a major manufacturer?*

● **Yes**

○ No

< Back | Save Progress | Continue >

City of Tampa

INVITATION TO BID (ITB) FOR
Liquid Cationic Polymer
24-P-01431

Wastewater

Kristie Maciejewski, Procurement Analyst

2555 E Hanna Avenue

Tampa, FL 33610

Phone: (813) 247-3451 Ext: 55298

Table Of Contents

1. NOTICE
2. GENERAL CONDITIONS
3. INSURANCE REQUIREMENTS
4. TECHNICAL SPECIFICATIONS
5. VENDOR RESPONSES
6. ATTACHMENTS & EXHIBITS

Attachments:

A - Occupational Safety and Health Administration SDS

B - Form MBD-30 Payments

C - Form MBD-50 GFECP Guidelines

D - Form MBD-70 Procurement Guidelines

E - Form MBD-40 Letter of Intent

1. NOTICE

1.1. INVITATION TO BID

Sealed Bids for the furnishing of: **BID NO. 24-P-01431, Liquid Cationic Polymer** will be received by the Director of Purchasing, City of Tampa, until **2:00 pm, Tuesday, February 4, 2025,** then be opened.

In accordance with the Americans with Disabilities Act ("ADA") and Section 286.26, Florida Statutes, persons with disabilities needing a reasonable accommodation to participate in these public hearings or meetings should contact the City of Tampa's ADA Coordinator at least 48 hours prior to the proceeding. The ADA Coordinator may be contacted by phone at 813-274-3964, email at TampaADA@tampagov.net, or by submitting an ADA - Accommodations Request online form available at https://tampagov.net/ADARequest Please note that the City of Tampa may not be able to accommodate any request received less than 48 hours before the scheduled hearing or meeting.

Questions regarding Vendor Registration, accessing bid documents or submission assistance within the OpenGov eProcurement Portal shall be emailed to procurement-support@opengov.com. Reference Bid # and name in email subject line. Questions pertaining to the Bid document/specifications will be accepted up to six business days prior to the scheduled opening date and time and shall be submitted within the OpenGov eProcurement Portal. Per the City of Tampa's Communication Policy during any solicitation period including any protest and/or appeal, there should be no contact with City officials or employees, other than the Analyst, the Director of Purchasing or the Legal Department, permitted from any Bidder. Such communication shall result in an automatic disqualification for selection in the pending solicitation and any subsequent City solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

Bids shall be accepted no later than the time and date specified on the **INVITATION TO BID**. The Bid Opening shall be thereafter and posted to OpenGov. All bids received after the due date and time shall be rejected. **Offers by mail, hand delivery or express mail, email, telephone or transmitted by facsimile (FAX) machine are not acceptable.** All submittals are uploaded electronically into the OpenGov eProcurement Portal. No bid may be withdrawn or modified after the time fixed for the opening of bids.

Electronic submittals shall be uploaded in the OpenGov eProcurement Portal via link https://procurement.opengov.com/portal/cityoftampa. **To ensure that an electronic submittal is received by the opening date and time, it is recommended that the Bidder submit their documents with adequate time allowed prior to the deadline. Bidder shall receive an email confirmation of their bid submittal after clicking on the "Submit" button in the OpenGov Portal. Bidder will only receive the confirmation email after submitting both pricing on the pricing page(s) and uploading all the required submittals. If Bidder doesn't receive an email, the Bidder should contact OpenGov support at procurement-support@opengov.com to confirm their submittal was successful. The Bidder shall be responsible for confirming that their submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.**

1.2. STATEMENT OF NO BID

WE WANT YOUR FEEDBACK BECAUSE IT MATTERS TO US

The Purchasing Department's mission is to provide the best specifications in our Invitation to Bid packages to receive maximum participation from the industry/market. Please take a few minutes to briefly explain to us why you will not be responding to the City's Bid by clicking "NO BID" at https://procurement.opengov.com/portal/cityoftampa/projects/118500.

1.3. INSTRUCTIONS TO BIDDER

City of Tampa bids are issued electronically via the OpenGov eProcurement Portal. Obtaining bids through OpenGov will ensure that the Bidder will have the following capabilities: receipt of bid documents electronically, track the status of bid award activity, receive addenda, receive the results of bid awards and view plans and blueprints online electronically. Bidders who obtain specifications and plans from sources other than OpenGov are cautioned that the bid packages may be incomplete. The City will not accept incomplete bids. Contact OpenGov Support at procurement-support@opengov.com for more information.

The City is not responsible for errors and omissions occurring in the transmission or downloading of any bid documents, plans, or specifications from the OpenGov eProcurement Portal. OpenGov has no affiliation with the City of Tampa other than as a service that facilitates communication and bid submittals between the City and its bidders. OpenGov is an independent entity and is not an agent or representative of the City. Communications to OpenGov does not constitute communications to the City. Contact OpenGov Support at procurement-support@opengov.com for more information.

Bidders discovering any ambiguity, conflict, discrepancy, omission, or other error in this BID, shall immediately notify the City of such error in writing and request modification or clarification of the BID within the OpenGov eProcurement Portal. Modifications will be made

by issuing an addendum and will be given by written notice to all prospective Bidders who received an original BID from OpenGov (those who are on the Plan Holders List). Addenda will be posted and disseminated by OpenGov at least five days prior to this BID opening date. The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the BID prior to submitting the bid or it shall be deemed waived.

Bid tabulations (results) will be posted in the OpenGov eProcurement Portal and made available to bidders after the scheduled public opening of the sealed bids.

The bid documents contain a General Conditions Section and may, in most cases, contain a Technical Specification Section. General Conditions contain general requirements and Technical Specifications detail the scope of the goods and/or services requested. The Technical Specifications shall always govern whenever there appears to be a conflict. Bid prices shall always be submitted electronically via OpenGov.

The Bidder shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

The Bidder is expected to carefully examine the entire bid package, including but not limited to all the provisions, terms, and conditions. **Failure to do so will be at the Bidder's risk.**

2. GENERAL CONDITIONS

2.1. SCOPE AND CLASSIFICATION

A. **SCOPE.** This specification describes Liquid Cationic Polymer for use by Wastewater Department of the City of Tampa.

B. **CLASSIFICATION.** The classification shall be as contained in the technical portion of this specification listed herein below.

2.2. QUALITY ASSURANCE PROVISIONS

A. **TEST AND INSPECTION.** It shall be the Vendor's responsibility to perform all of the tests and inspections required by this specification, unless otherwise stated in the award. The City of Tampa Representative reserves the right to perform any of the tests and inspection requirements where said tests and inspections are needed to further determine compliance with this specification.

B. **QUALITY AND QUALITY CONTROL.** A system of test and inspection shall be used to ensure receipt of the quality and quantity of material(s)/service(s) purchased. Material(s)/service(s) will be promptly inspected and any discrepancies from the purchase order and/or the supplier's invoice shall be reported immediately to the Director of Purchasing.

2.3. AWARDEE LIABILITY

A. **WARRANTY.** It shall be the Vendor's responsibility to submit at the time of shipment the original manufacturer's warranty for the materials supplied. Vendors shall submit, in writing, a detailed explanation of the procedure(s) that they will follow to accomplish the replacement, with their bid. Replacement shall be finalized within seven (7) working days of reporting the defect.

B. **GUARANTEE.** The material(s) supplied shall be guaranteed to be free from defects of composition, conception, and workmanship for a minimum period of ninety (90) days from the date of acceptance by the City Representative. Any parts or portions found not in accordance with this specification will be rejected by the City Representative and returned to the Vendor at the Vendor's expense for immediate replacement.

C. **NEXT LOW BIDDER.** In the event of default by the Vendor, the City of Tampa reserves the right to utilize the next lowest Bidder as the new Awardee. In the event of this occurrence, the next lowest Bidder, if it wishes the award, shall be required to provide the bid items at the prices as contained on its bid pricing through OpenGov for this specification.

2.4. AUTHORIZATION

All orders shall be placed via City of Tampa Purchase Orders, or as releases against a City of Tampa "Open" Purchase Order. **OFFICIAL AWARD WILL BE MADE BY CITY OF TAMPA PURCHASE ORDER ONLY.** As relating to the Government Purchasing Council of Hillsborough County, any member may place orders as dictated by their individual entity's preference.

2.5. FURNISHING BID ITEMS

Award items are to be furnished on an "as needed, when needed basis" during the life of the award.

2.6. DELIVERY

Materials ordered shall be delivered within ten (10) calendar days of the request for delivery. Failure to do same shall be considered breach of award or default, and the City of Tampa shall utilize its options as stated within this specification.

2.7. BACKORDERS

Any backordered materials shall be made available to the City within 15 working days of the time of backorder (original date of receipt). If the backorder cannot be filled within the time frame of this section, then the City of Tampa Representative is to be notified, in writing, thus permitting the City to obtain the required materials and/or exercise its options.

2.8. QUALITY

The materials to be furnished shall be currently in production and shall be of the manufacturer's standard or better quality.

2.9. QUANTITIES

The City shall not be required to purchase any minimum or maximum quantities during the term of any award resulting from this specification.

2.10. BRAND INDICATION

Where same is applicable, all Bidders shall clearly indicate manufacturer/trade name and identifying number in the space provided within the OpenGov pricing page(s) for this invitation to bid.

2.11. ALTERNATE BIDS

Bidder shall, as to each item, submit only one bid for the specified product/service. The offer of an alternate product/service for any item shall, for the purpose of evaluation of bids, be construed as a refusal to bid on the product/service specified. The determination as to whether any alternate product/service bid is or is not equal to the product/service specified as a standard shall be made by the City, and such determination shall be final and binding upon all Bidders.

2.12. PENALTIES

The City of Tampa reserves the right to increase or decrease quantities shown without penalty.

2.13. ADDITION/DELETION

The City of Tampa reserves the right to add to or delete any item from this bid or resulting award when deemed to be in the best interest of the City of Tampa.

2.14. PACKAGING

Only materials that are packaged in the original factory fresh packaging shall be accepted. No materials that have been re-packaged or that are in adulterated or damaged packages shall be accepted at the receiving location, nor shall after-market materials be accepted at the receiving location. Any attempt by the Awardee to furnish the City of Tampa with other than first quality materials shall constitute default as outlined in this specification.

2.15. SAMPLES

When required, samples shall be labeled with the Bidder's name and item number and shall be furnished free of charge. Samples not destroyed will be returned upon request at the Bidder's expense within ten days following the opening of bids. Samples of brand(s) being bid may be requested after the bid opening date and time, in order to allow the City of Tampa to make a fair relative evaluation of brand(s) being bid.

2.16. SUBSTITUTION

Vendor shall not substitute items for like items without the approval of the City Representative. Any violation of such procedures may result in a possible award cancellation. All approved substitutes shall be annotated as such on the Awardee's shipping document(s).

2.17. BID PRICES

Bid prices shall be firm and shall not be amended after the date and time of the bid opening. Any attempt by the Awardee to amend said bid prices shall constitute default as outlined in this specification.

Prices quoted shall include all shipping costs, shipped F.O.B. Tampa, Florida or to the facility location specified by the requestor or the purchase order.

All taxes of any kind and character payable on account of the work done and materials furnished under the award shall be paid by the Awardee and shall be deemed to have been included in the bid. The Laws of the State of Florida provide that sales tax and use taxes are payable by the Awardee upon the tangible personal property incorporated in the work and such taxes shall be paid by the Awardee and shall be deemed to have been included in the bid. The City is exempt from all state and federal sales, use, transportation, and excise taxes.

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the said City, its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Awardee, the City, and any indemnified party. This provision shall survive the termination of this award and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law.

2.18. BID EVALUATION

The evaluation of bids and the determination as to equality of material(s)/service(s) offered shall be the responsibility of the City of Tampa and will be based on information furnished by the Bidder.

2.19. ERROR IN BID CALCULATIONS

In the event there shall be a discrepancy between the stated total bid and the corrected sum of the correct multiplication of the stated unit price and the quantity specified, the corrected sum shall be considered the bid price. Unit price prevails.

2.20. BASIS OF AWARD

The City of Tampa reserves the right to award this bid by division(s) or aggregate total, in whole or in part. To be considered lowest responsive, responsible Bidder by aggregate, the Bidder shall have to bid on all items within the division(s). If award by aggregate total is not feasible, division/line-item award will prevail.

Award Criteria/Responsibility. The award will be made to the lowest responsive, responsible Bidder. To determine the responsibility of the monetary Bidder, the City may request and review documentation relative to the ability of the Bidder to satisfactorily perform the work specified in a first class manner as well as documentation of its experience; the financial condition of the Bidder from a current financial report and the Bidder's credit rating; whether the Bidder has ever been declared in default of an award; the Bidder's insurability, eligibility for bonding; and any/all pertinent information deemed necessary to determine said responsibility.

Prior to award resulting from this solicitation, the successful bidder shall be registered to transact business in the State of Florida and shall furnish the City with proof of registration within ten days of the notice to do so by the City. Failure to promptly submit this evidence of qualification to transact business in the State of Florida may be a basis for rejection of the bid.

Any Bidder who is owing to the City of Tampa upon any debt, contract, or other obligation to the City, or who is a defaulter as a surety or otherwise, will not be eligible for consideration for contract award regarding this solicitation.

An award will be made, if at all, within 120 days after opening of the bids.

If applicable, the selected Bidder will be required to execute an agreement in the form attached hereto with content acceptable to the City.

2.21. COMMUNICATION POLICY

During any solicitation period including any protest and/or appeal, no contact with City officials or employees, other than with the analyst, the Director of Purchasing or the Legal Department, is permitted from any proposer/bidder. Such communication shall result in an automatic disqualification for selection in the pending solicitation and any subsequent City solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

2.22. AWARD PERIOD AND RENEWAL

The award period shall be for a three (3) year period from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for one (1) additional two (2) year period.

A. **SUPPLEMENTAL UNILATERAL RENEWAL PERIODS.** The City, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional thirty (30) day periods, at the same terms and conditions. Notice of the City's intent to renew shall be provided by the City in writing to the Awardee prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

2.23. NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated for expenditures under this award, the City will notify the Awardee in writing of such occurrence and the award shall terminate without penalty or expense to the City on the last day of the fiscal year in which sufficient funds have been appropriated.

2.24. PRICE EXCALATION/DE-ESCALATION

The City of Tampa will allow a price escalation/de-escalation provision within this award.

The original bid prices shall be firm for a 1-year minimum period. A price escalation/de-escalation will be allowed 1 year after the beginning of the award period and at 1-year intervals, thereafter, provided the Awardee notifies the City of Tampa, in writing, of the pending price escalation/de-escalation a minimum of 60 days prior to the effective date of the price escalation/de-escalation. The price escalation percentage change shall not exceed the previous 1-year's percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor's Bureau of Labor Statistics.

Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.

If, at the point of exercising the price escalation provision, market media indicators show that the prices have decreased, and that the Awardee has not passed the decrease on to the City of Tampa, the City reserves the right to place the Awardee in default, cancel the award, and remove the Awardee from the City of Tampa Bidders List for a period of time deemed suitable by the City. In the event of this occurrence, the City of Tampa further reserves the right to utilize any and/or all options as stated herein.
Notwithstanding the aforementioned, for increases in pricing that exceed the limits as set forth above, through no fault of the Awardee, will be handled by the City on a case-by-case basis. Vendor shall provide documentation as requested by the City to justify the increases in price. The City, in its sole discretion, will determine whether or not to accept the requested increases in prices.

2.25. PERFORMANCE

Vendor may be required to furnish evidence in writing that he or she maintains a permanent place of business and has adequate equipment, finances, personnel, and inventory to furnish the items offered satisfactorily and expeditiously and can provide necessary services.

2.26. PROOF OF DISTRIBUTORSHIP

When requested, it shall be the responsibility of the Bidder(s) to furnish with their bid(s) a letter stating that said Bidder is a factory authorized distributor for the Greater Tampa area for the items for which said Bidder has submitted their bid.

2.27. INSPECTION

The City of Tampa reserves the right to inspect the Bidder's place of business and equipment prior to awarding any solicitation to determine the responsibility of said Bidder to perform or provide the requirements of the bid request.

2.28. AWARD CHANGES

No changes, over the award period, shall be permitted unless prior written approval is given by the Director of Purchasing, and where applicable, an amendment to the Agreement is executed by the City and Contractor and approved by resolution of the City Council of the City of Tampa.

2.29. ASSIGNMENT

To the extent permitted by applicable law, this award, and all rights or obligations hereunder, is not assignable, in whole or in part, by operation of law, acquisition of assets, merger, consolidation, dissolution or otherwise without the advance written approval of the other party to this award. Any attempted assignment of this award by a party without the advance written approval of the other party

shall be invalid and unenforceable against the other party. Any approved assignment of this award by the Vendor will not relieve the Vendor from the performance of its duties, covenants, agreements, obligations, and undertakings under this award, unless the assignment expressly provides otherwise. No assignment by the Vendor shall be effective unless the assignee confirms in writing to the City that the assignee accepts and shall comply with all of the duties, responsibilities, and obligations of the Awardee.

Notwithstanding the foregoing, the City may assign its rights under this award (without the Awardee's consent or approval) to a governmental successor of the City. An assignment by the City of its rights under this award to a governmental successor of the City will relieve the City from the performance of its duties, covenants, agreements, and obligations under this award after the effective date of the assignment. However, the City shall continue to be liable for the obligations it incurred under this award prior to the effective date of the assignment. Action by the City in awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this award.

2.30. DEFAULT/RE-AWARD

Any award or contract resulting from this specification may be cancelled by the Director of Purchasing in whole or in part by written notice of default to the Vendor upon non-performance or violation of award terms, including the failure of the Vendor to deliver materials or services within the time stipulated in this specification, unless extended in writing by the Director of Purchasing. In the event an award is cancelled because of the default of the Vendor, the Director of Purchasing may: (i) purchase the materials or services specified in this specification on the open market; or (ii) make an award to the next lowest bidder and establish the period of such award, provided such period is no longer than the award period set forth in this specification.

2.31. CANCELLATION

When deemed to be in the best interest of the City of Tampa, any awards resulting from this specification may be cancelled by the following means:

A. 10-day written notice with cause; or

B. 30-day written notice without cause.

2.32. REJECTION

The City of Tampa reserves the right to cancel, reject any and/or all bids, or to waive any irregularities and accept that bid which is the lowest and best.

2.33. GOVERNMENT PURCHASING COUNCIL

Hillsborough County Government Purchasing Council ("GPC") members may, at their discretion or option, utilize this bid as they require. Estimated quantities for Hillsborough County GPC members have not been included in the Bid Response form. Purchases by these entities may increase the value of the award. A list of the members of the GPC is contained within this bid document.

Any Hillsborough County GPC member which avails itself of this award will establish its own contract, place its own orders, issue its own purchase orders, and issue its own exemption certificates as required by the Bidder. It is understood and agreed that the City of Tampa is not a legally bound party to any contractual agreement made between any other governmental entity and the Bidder as a result of this Bid.

	GPC LISTING	
City of Plant City Purchasing Manager Drawer C Plant City, FL 33563 813-659-4270 - Telephone 813-659-4216 - Fax	**Hillsborough Community College** 39 Columbia Drive Tampa, FL 33606 813-253-7060 – Telephone 813-253-7561 – Fax	**Tampa Sports Authority** 4201 N. Dale Mabry Highway Tampa, FL 33607 813-673-4300 – Telephone 813-673-4312 – Fax

City of Temple Terrace P.O. Box 16930 Temple Terrace, FL 33687 813-506-6420 – Telephone 813-989-7185 – Fax	**Hillsborough County Board of County Commissioners** 601 E. Kennedy Blvd., 25th Floor Tampa, FL 33601 Phone: (813) 272-5790 FAX: (813) 272-6290 procurementservices@hillsboroughcounty.org	**Tax Collector** 601 E. Kennedy Blvd., 14th Floor Tampa, FL 33602 Phone: (813) 307-6222 FAX: (813) 307-6521 www.hillstax.org
Clerk of Circuit Court 601 E. Kennedy Blvd.-13th Floor P.O. Box 1110 Tampa, FL 33601 Phone: (813) 276-8100 Ext.7721 FAX: (813) 272-5521 www.hillsclerk.com	**Hillsborough Co. Sheriff's Office** P.O. Box 3371 Tampa, FL 33601 813-247-8032 – Telephone 813-242-1825 – Fax	**The Children's Board of Hills. County** 1002 E. Palm Avenue Tampa, FL 33605 Phone: (813) 229-2884 FAX: (813) 228-8122 www.childrensboard.org
Tampa-Hillsborough County Expressway Authority 1104 East Twiggs St. Suite #300 Tampa, Florida 33602 813-272-6740 – Telephone 813-276-2492 – Fax	**State Attorney's Office** 800 E. Kennedy Blvd., 5th Floor Tampa, FL 33602 813-272-5400 – Telephone 813-272-7014 – Fax	**University of South Florida** Purchasing Services 4202 E Fowler Ave SVC-1072 Tampa, FL 33620 813-971-3340 – Telephone
Hillsborough Area Regional Transit Authority 4305 E. 21st Street Tampa, FL 33605 813-623-5835 – Telephone 813-664-1119 – Fax	**Tampa Port Authority** P.O. Box 2192 Tampa, FL 33601 813-905-5164 – Telephone 813-905-5109 – Fax	**Property Appraiser** 601 E. Kennedy Blvd., 16th Floor Tampa, FL 33602 Phone: (813) 272-6100 FAX: (813) 272-5519 www.hcpafl.org

Hillsborough Co. Aviation Authority P. O. Box 22287 Tampa International Airport Tampa, FL 33622-2287 Phone: (813) 870-8730 FAX: (813) 875-6670 www.tampaairport.com	**Supervisor of Elections** 601 E. Kennedy Blvd., 16th Floor Tampa, FL 33602 Phone: (813) 276-8274 FAX: (813) 272-7043 www.votehillsborough.org	**Tampa Palms Community Dev. Dist.** 16311 Tampa Palms Blvd W Tampa, FL 33647 Phone: (813) 977-3933 Fax: (813) 977-6571 www.tpoa.net
Hillsborough County School Board P. O. Box 3408 Tampa, FL 33601-3408 Phone: (813) 272-4329 FAX: (813) 272-4007 www.sdhc.k12.fl.us	**City of Tampa Housing Auth.** 1514 Union Street Tampa, FL 33607 813-253-0551 – Telephone 813-4522 – Fax	

2.34. USE OF CONTRACT BY OTHER GOVERNMENTAL AGENCIES

Unless otherwise stipulated by the Bidder in its bid response, the Bidder agrees to make available to all government agencies, departments, and municipalities the proposed prices submitted in accordance with the terms and conditions of this Solicitation Document, should any governmental entity desire to buy under the award resulting from this Solicitation Document.

Any other governmental agency, department, or municipality which avails itself of this award will establish its own contract, place its own orders, issue its own purchase orders, and issue its own exemption certificates as required by the Bidder. It is understood and agreed that the City of Tampa is not a legally bound party to any contractual agreement made between any other governmental entity and the Bidder as a result of this Bid.

2.35. USE OF STATE CONTRACT, GPC, OR COOPERATIVE PURCHASING BIDS

The City of Tampa reserves the right to utilize applicable State of Florida Contracts, GPC Bids, or those contracts of any other federal, state, or local governmental entity under the terms of a bid submitted to such entity, provided that such contract is procured in compliance with the procuring entity's law, bylaws, regulations, or ordinances regarding competitive solicitation, which must provide for full and open competition for any items covered by this specification when the use of same is in the best interest of the City of Tampa.

2.36. CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME)

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on an award to provide any goods or services to a public entity, may not submit a bid on an award/contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See section 287.133 (2)(a), Florida Statutes]

2.37. FLORIDA PUBLIC RECORDS LAW

In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Bidders should be aware that the Bid and the responses thereto are in the public domain and are available for public inspection and copying. Bidder is required to acknowledge whether or not they are asserting that certain information in its bid is confidential and/or proprietary and/or exempt from public disclosure. If the Bidder is asserting that certain information in its bid submittal is confidential and/or proprietary and/or exempt from public disclosure, then the Bidder is required to do the following:

A. identify, with specificity, the information which the Bidder asserts is confidential and/or proprietary and/or exempt from public disclosure,

B. place such information in a separate file labeled "REDACTED, EXEMPT FROM PUBLIC DISCLOSURE" this uploaded document must be separate from the Bidder's other bid documents,

C. specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed within the redacted file. The "REDACTED" file that contains the Bidder's confidential/proprietary/exempt information must be submitted with the Bidder's other bid documents. Bidder is advised that failure to follow the aforementioned instructions may result in Bidder's alleged confidential/proprietary/exempt information being disclosed to the public. This will be the Bidder's "**REDACTED**" copy. All submittals received in response to this solicitation will become the property of the City of Tampa and will not be returned. In the event of an award, all documentation produced as part of the bid will become the exclusive property of the City.*

Be aware that the designation of an item as exempt from public disclosure by a Bidder may be challenged in court by any person or entity. By designation of material in your Bid submittal as exempt from public disclosure, Bidder agrees to defend the City of Tampa (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Bidder's designation of material as exempt from public disclosure and to hold harmless the City of Tampa (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to your designation of material as exempt from public disclosure.

***Note: The City will not accept Bid submittals when the entire submittal is labeled as exempt from public disclosure. Bidder's References and Cost or Price information will be deemed a public record, and if a claim of confidentiality/proprietary information is made, the City may deem the Bid submittal as "non-responsive".**

A. In accordance with section 119.071(1)(b)2, Florida Statutes, sealed bids, proposals, or replies received by the City of Tampa pursuant to a competitive solicitation are exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

B. In accordance with section 119.071(1)(b)3, Florida Statutes, if the City of Tampa rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City of Tampa concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision concerning the reissued competitive solicitation or until the City of Tampa withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City of Tampa notice rejecting all bids, proposals, or replies.

C. The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, Awardee agrees to comply with Florida's Public Records Law, including the following:

1. Awardee shall keep and maintain public records required by the City to perform the services;

2. Upon request from the City, Awardee shall provide the City with copies of the requested records, having redacted records in total or in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the City) on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

3. Ensure that public records, in part or in total that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the contract term and following completion (or early termination) of the contract if the Contractor does not transfer the records to the City;

4. Upon completion (or earlier termination) of the award, Awardee shall within 30 days after such event either transfer to the City, at no cost, all public records in possession of the Awardee or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Awardee transfers all public records to the City upon completion (or earlier termination) of the award, Awardee shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee keeps and maintains public records upon completion (or earlier termination) of the award, Awardee shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

5. The failure of Awardee to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above shall be grounds for immediate unilateral termination of the contract by the City; the City shall also have the option to withhold compensation due Awardee until records are received as provided herein.

6. **IF THE AWARDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE AWARDEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AWARD, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813/274-8351, AND MAILING ADDRESS OF PURCHASING DEPARTMENT, HANNA CITY CENTER BUILDING, 2ND FLOOR, 2555 E. HANNA AVE, TAMPA, FL 33610.**

2.38. PROCUREMENT PROTEST PROCEDURES

A protest must be filed with the Director of the soliciting Department within five (5) business days of posting the City's intent to award and may be filed by an actual bidder, who is allegedly aggrieved in connection with the issuance of a bid solicitation or pending award of any award in any competitive process utilized by the City of Tampa for procurements of supplies, materials or services and construction of public improvements and has standing to protest under Florida Law. Any protest must be filed in accordance with the City of Tampa Code, Chapter 2, Article V, Division 3, Purchases and Contracts, Section 2-282, Procurement Protest Procedures. Protests not complying with the provisions of this Section shall not be reviewed.

All dates and times specified in the Protest Procedures in Section 2-282 are calculated as city business days. A City business day shall mean 8:00 am to 5:00 pm Monday through Friday, with the exception of city holidays. In all instances any document required to be transmitted by a certain date must be received in the required office by 4:30 pm. An envelope which is postmarked by the required date is not sufficient. Transmittal by fax, email or other electronic means may be accepted. However, it shall be the responsibility of the party transmitting the document(s) to ensure that the document(s) were received, and the transmitting party shall bear any risk of interruption or failure in the electronic transmission.

2.39. LAWS, CODES, AND ORDINANCES

Awardee shall comply with all Federal, State, County and City laws, rules, and regulations as applicable to this bid.

2.40. AUDIT RIGHTS

Vendor agrees that the City representative shall have access to, and the right to audit, examine, or reproduce, the financial books and records of Awardee related to Awardee's performance under the award. Vendor shall retain all such records for a minimum period of six (6) years from the date of termination of the award, including any renewal or extension hereof, or for such longer period of time as required by federal or state law, and shall be extended until the completion of any audit in progress. Vendor must keep all financial records in a manner consistent with generally accepted accounting principles. Vendor must provide access during normal business hours to the requested records no later than ten (10) calendar days after the written request by the City or its authorized representative. If any audit reveals any material deviation from the award requirements, any misrepresentations or any overcharges to the City, the City will be entitled to recover damages, as well as the cost of the audit. Any adjustments or payments which must be made as a result of any such audit or inspection of the Vendor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the City's audit findings to the Awardee. Awardee shall include this right to audit section in any subcontractor agreements entered into in connection with this award.

2.41. CITY OF TAMPA ETHICS CODE

Bidder shall comply with all applicable governmental and city rules and regulations including the City's Ethics Code which is available on the City's website. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-522).

Moreover, each Bidder responding to this Invitation to Bid acknowledges and understands that the City's Charter and Ethics Code prohibit any City employee from receiving any substantial benefit or profit out of any award or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such award or obligation. Awardee shall ensure that no City

employee receives any such benefit or interest as a result of the award of this Invitation to Bid. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-514(d)).

Please note that the City's Ethics Code may be accessed on the Internet by utilizing the website link http://www.tampagov.net/human-resources/info/lobbyist-information or can be found in the City of Tampa's municipal codes published online by the Municipal Code Corporation at the website link https://www.municode.com/library/fl/tampa/codes/code_of_ordinances. Printed copies of the Ethics Code can also be obtained from the City Clerk's Office for a fee of $0.15 cents a page.

2.42. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of any amount that are:

A. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or are engaged in a boycott of Israel, and

B. With companies for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List created pursuant to section 215.473, Florida Statutes or are engaged in business operations in Cuba or Syria.

A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel may not bid on or enter into a contract or renew a contract with an agency or local government entity for goods or services of any amount.

A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List or is engaged in business operations in Cuba or Syria may not bid on or enter into a contract or renew a contract with an agency or local government entity for goods or services of $1 million or more.

Notwithstanding the aforementioned, the City may on a case-by-case basis permit a company on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List, or are engaged in business operations in Cuba or Syria to be eligible for, bid on, or enter into or renew a contract for goods or services if the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

If the City determines the Bidder submitted a false certification under Section 287.135(5) of the Florida Statutes upon submission of a bid or proposal, entering into a contract, on contract renewal, or if the Awardee has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria, the City shall either terminate the award/contract after it has given the Awardee notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes.

2.43. AWARD LITIGATION/LEGAL PROCEEDINGS

Bidder shall identify any conditions (i.e., bankruptcy, pending and/or existing litigation, planned office closures, impending merger/acquisition) that may impede the Bidder's ability to perform the services set forth in this Bid. Bidder shall provide in detail information on the nature and magnitude of any litigation or proceeding whereby, currently or during the past five (5) years, a court or any administrative agency has ruled against the company in any matter related to the professional activities of the company. This shall include any class actions wherein your company was named, industry investigations by Attorneys General, in addition to individual cases.

Bidder shall identify any pending lawsuits, past litigation relevant to subject matter of this Bid or litigation involving any unauthorized release of client confidential information, providing a statement of any litigation, or pending lawsuits that have been filed against the Bidder's company currently or within the last five (5) years. If an action has been filed, state and describe the litigation or lawsuit filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or lawsuit has been filed against the company, provide a statement to that effect.

Bidder shall provide information concerning any current or past bankruptcy proceedings currently or within the last five (5) years for any voluntary or involuntary declarations of bankruptcy concerning the company, partner or subsidiary, subcontractors, or any corporate officer with details of such proceedings.

Bidder must also provide information as to whether the Bidder or an affiliate of the Bidder is currently or has in the last five (5) years ever pledged any interest in all or any portion of any current or future payment as collateral, including for example as part of an accounts receivable factoring program. If yes, please provide information identifying the type of arrangement, date of the arrangement, and name of the party to whom the interest was pledged.

2.44. MINIMUM WAGE AMENDMENT

Vendor shall comply with the minimum wage requirements as required in Article X, Section 24, Constitution of the State of Florida.

The rate of wages for all persons employed by the Vendor on the work covered shall not be less than the rate of wages required by the Fair Labor Standards Act (Public Law 104-188).

2.45. AWARDEE BACKGROUND CHECKS

When assigning employees to work on City property, the Awardee shall check the backgrounds of each employee and notify the City's Employment Services Manager prior to assignment if candidates fall into one or more of the following categories:

- Unable to pass 8 Panel Drug Screen
- Has a felony or misdemeanor conviction involving violence, weapons, or crimes against a public official
- Is a former City of Tampa employee

2.46. EXEMPT INFORMATION

As part of the services performed by Vendor under this award, the City may provide Vendor with certain building plans, blueprints, schematic drawings, and diagrams, including draft and final formats, that depict the internal layout and structural elements of a City building or facility ("Exempt Plans"). Vendor acknowledges that the Exempt Plans are exempt from disclosure under Section 119.071(3)(b), Florida Statutes. Vendor agrees that Vendor shall maintain the exempt status of the Exempt Plans and shall ensure that Vendor 's officers, employees, agents, and all tiers of subcontractor also maintain the exempt status of the Exempt Plans. All copies of Exempt Plans provided to Vendor by City shall be returned by Vendor to the City upon completion (or early termination) of any given Work Order under this award.

2.47. DATA COLLECTION

Pursuant to Section 119.071(5)(a), Florida Statutes, social security numbers collected from bidders are used for identification, verification, and tax reporting purposes.

2.48. INVOICING

Vendor shall furnish the City Representative complete itemized invoices for the goods purchased/services performed. Invoices are to reflect the prices stipulated on the purchase order and as outlined in this bid document and prices quoted on OpenGov. **The City will not accept an aggregate invoice**. As part of the award process, the City may request a sample invoice. Invoices shall contain, but not be limited to the following information:

- Invoice number;
- Company Name;
- Purchase order number;
- Location and dates of delivery or service;
- Cost of goods/services as stated on Bid pricing in OpenGov and extended price to reflect total cost.

At the time of submission of its invoices, the Awardee shall submit to the CITY a report on Form MBD-30, "DMI-Payments" of all sub-contractor contract amounts and payments along with any other completed reports or forms as may be required by the CITY. In the event the Awardee uses any WMBE and/or SLBE sub-contractors, the Awardee shall provide form MBD-40 "Letter of Intent" (LOI) for all WMBE and/or SLBE sub-contractors the Awardee intends to utilize.

- Form MBD-30 DMI Sub-(Contractors/Consultant/Suppliers) Payments
- Form MBD-40 Letter of Intent (LOI)

2.49. SUB-CONTRACTING SUBMITTALS

No Vendor shall assign the award or any rights or obligations thereunder without the prior written consent of the City. **The Vendor shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless written consent to subcontract a greater percentage of the work first obtained by the City.** In the event of such approved subcontracting, the Vendor agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:

- Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - MBD 10
- Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - MBD 20

These forms must be completed (including signatures) and submitted with all bids. Submittals that do not contain these completed forms shall be deemed "non-responsive". Instructions on completing the forms are included after each form in this bid package.

Subcontractor shall be defined as a business enterprise, firm, partnership, corporation, consultant, or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative. Supplier shall be defined as a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor, or manufacturer.

2.50. CONFLICT OF INTEREST

The City requires that the Bidder provide professional, objective, and impartial advice and at all times hold the City's interest(s) paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the City, or that may reasonably be perceived as having this effect. If the City, in its sole discretion, determines that a conflict of interest exists, such Bidder shall not be considered for award. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its award.

Any such interests on the part of the Bidder or their employees, must be disclosed in writing to the City in the VENDOR RESPONSES Section of this solicitation. Also, the Bidder is aware of the conflict-of-interest laws of the State of Florida and the City of Tampa and agrees that they shall fully comply in all respects with the terms of said laws.

2.51. GOVERNING LAW AND VENUE

The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this solicitation, including, without limitation, its interpretation, construction, performance, and enforcement. The parties hereto submit to the exclusive jurisdiction and venue of the state courts located in Hillsborough County, Florida.

2.52. PAYMENT

Full payment will be made by the City after receipt and acceptance of materials/services and proper invoice in accordance with Florida Statutes § 218.70, et. seq., the Local Prompt Payment Act. Bidders that accept Visa/MasterCard payments can be enrolled in the City's ePayments program for faster payment turnaround, by contacting the City's Accounts Payable Department at acctspayable@tampagov.net.

2.53. TAMPA PORT ACCESS

All personnel assigned to provide this service or required to deliver goods to the Port of Tampa, if applicable in this award, shall obtain a Port Pass. To obtain this port pass will require each employee to have a valid photo ID. It is the responsibility of the Awardee to obtain Port Passes before work begins or prior to delivery. Each employee shall display the identification card on outer apparel at all times when on the AWT Plant site or WWC site. Any person found on the site without the required identification card will be directed to leave the site immediately. The time and cost associated with acquiring this ID shall be the Awardee's responsibility.

Documentation, pricing, and other information related to the access requirements for the Port of Tampa can be found at: https://www.porttb.com/security.

2.54. EMPLOYEE VERIFICATION

In accordance with Section 448.095, Florida Statutes, the Vendor agrees to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the award for the services

specified in the award. Vendor must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the award term. If the Vendor enters into a contract with a subcontractor, the subcontractor must provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the award. If the City has a good faith belief that the Vendor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate the award with the Vendor , and the Vendor may not be awarded a solicitation with the City for at least 1 year after the date on which the award was terminated. The Vendor is liable for any additional costs incurred by the City as a result of the termination of the award. If the City has a good faith belief that a subcontractor knowingly violated the law, but the Vendor has otherwise complied with the law, the City shall promptly notify the Awardee and order the Vendor to immediately terminate the contract with the subcontractor.

2.55. BIDDER'S CRIMINAL HISTORY SCREENING PRACTICES

Per City of Tampa Code of Ordinances, Section 2-284, Bidder is requested to provide information as to whether Bidder has criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. For Procurements of $100,000 or more, If the Bidder voluntarily agrees to comply with the City's criminal screening practices as provided in Chapter 12, Article IV of the City Code, the Bidder will receive a **two percent (*2%*) *discount*** for evaluation purposes only if Bidder submits notarized documentation with its bid, and an assurance of compliance with Section 2-284 if awarded the contract ("Ban the Box Requirements"). The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link https://library.municode.com/fl/tampa/ordinances/code_of_ordinances?nodeId=1171018.

Bidders applying to receive the discount or incentive related to Section 2-284, must provide the appropriate documentation in the VENDOR RESPONSES Section of this solicitation.

2.56. OSHA SAFETY DATA SHEETS

Where applicable, OSHA Safety Data Sheets (SDSs) shall be submitted by the Awardee within 5 days of notice of award by the City. For any changes occurring during the agreement term that require a new SDS, a revised form must be provided to the City within 30 days. See the ATTACHMENTS & EXHIBITS Section for a copy of the OSHA Hazard Communication SDS requirements for more information.

2.57. FORCE MAJEURE

If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this award (the "Nonperforming Party") will be excused from performing those obligations, on condition that it complies with its obligations herein. "Force Majeure Event" means, with respect to the Nonperforming Party, any event or circumstance, regardless of whether it was foreseeable, which was not caused by the Nonperforming Party, which prevents the Nonperforming Party from complying with any of its obligations under this award, on condition that the Nonperforming Party uses reasonable efforts to comply with its obligations, except that a Force Majeure Event will not include any strike or other labor unrest that affects only one party, economic hardship of a party, an increase in prices, changes in market conditions, or a change of law. Upon the occurrence of the Force Majeure Event, the Nonperforming Party shall notify the other party in writing within ten (10) days of the occurrence of that the Force Majeure Event, its effect on performance, and how long that party expects the Force Majeure Event to last. Thereafter the Nonperforming Party shall update the other party as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this award. The other party has the right to terminate the award if the Non-Performing Party's Force Majeure Event continues for more than a reasonable time.

2.58. INDEMNIFICATION

The Contractor/Successful Proposer/Firm (collectively the "Firm") releases and agrees to defend, indemnify and hold harmless the City of Tampa, its officers, elected and appointed officials, and employees from and against any and all liabilities, losses, claims, suits, actions, causes of action, either at law or in equity, damages, charges, judgments, or expenses (including attorney's fees and court costs, whether at trial or appeal) which the City may suffer, sustain, incur, or in any way be subjected to by reason of or as a result of any act, negligence, or omission on the part of the Firm, its agents or employees, in the execution or performance of the obligations assumed under or incidental to, the Award/Contract/Agreement (collectively the "Agreement") into which the Firm and the City will enter, except when caused solely by the fault, failure, or negligence of the City, its agents, or employees. Firm's duty to defend is separate and apart from Firm's duty to indemnify and hold harmless and exists immediately upon presentation of written notice of a suit, claim or action of any nature to the Firm by a party entitled to a defense hereunder. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by the provisions of Section 725.06, Florida Statutes or any other applicable law, then this section shall be so limited to said section 725.06 and with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of:

A. the monetary value of this contract,

B. the coverage amount of Commercial general liability insurance required under the contract, or

C. $1 Million Dollars. Otherwise, the obligations under this section will not be limited by the amount of any insurance required to be obtained or maintained under this contract. Firm's duties to defend and indemnify pursuant to this section shall survive the early termination or expiration of the contract and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law. Nothing in this section or in the contract shall be construed as a waiver of any immunity from or limitation of liability the City, its officers, agents, and employees may have under the doctrine of sovereign immunity under common law or statute.

2.59. NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT

The following provisions are hereby incorporated into any contract executed by or on behalf of the City of Tampa. The Vendor shall comply with the following Statement of Assurance:

During the performance of this Award, the Vendor herein assures the City, that said Vendor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that the Vendor does not on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status, discriminate in any form or manner against said Vendor's employees or applicants for employment.

Vendor understands and agrees that this award is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered a material breach of this award. Furthermore, the Vendor herein assures the City that said Vendor will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

Vendor further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this award. Vendor further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5.

Per City of Tampa Code of Ordinances, Section 2-284, Bidder(s) are requested to provide information as to whether Bidder(s) has criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link https://www.municode.com/library/fl/tampa/codes/code_of_ordinances.

A. **EQUAL OPPORTUNITY**

The City of Tampa hereby notifies all Bidders that all eligible businesses, including Small Local Business Enterprises (SLBEs) and Women/Minority Business Enterprises (WMBEs) will be afforded a full opportunity to participate in any Award made by the City of Tampa pursuant to this present bid matter and will not be subjected to discrimination on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status. The City of Tampa prohibits any person involved in City of Tampa contracting and procurement activities, to discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status.

Additional information can be found on the Equal Business Opportunity (EBO) Office website at:
http://www.tampagov.net/ebo

2.60. RESPONSIBLE VENDOR DETERMINATION

The City of Tampa will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible vendor and will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

3. INSURANCE REQUIREMENTS

3.1. Insurance Requirements

This award is subject to the following and incorporated CITY OF TAMPA INSURANCE REQUIREMENTS included below which should be reviewed for complete insurance details and coverage requirements.

Within ten working days of receipt of notification of intent to award, the successful Bidder shall provide the City of Tampa Purchasing Department the required insurance on the Acord 25 Certificate of Insurance form (or its equivalent). Failure to furnish by the 10th working day may disqualify Bidder as non-responsible, unless the due date is extended by the Director of Purchasing or their Designee.

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Successful Proposer/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which is included in this document, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may terminate the Agreement. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc. The following coverages are required: ("M" indicates million(s), for example $1M is $1,000,000)

3.2. Commercial General Liability (CGL) Insurance

on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal, and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than $1M per occurrence and $2M general aggregate for Agreements valued at $2M or less; if valued over $2M, a general aggregate limit that equals or exceeds the Agreement's value. If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent).

3.3. Automobile Liability (AL) Insurance

in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. AL insurance shall not be less than: (a) $500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at $100,000 or less or (b) $1M combined single limit each occurrence bodily injury and property damage for Agreements valued over $100,000. If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent).

3.4. Worker's Compensation (WC) & Employer's Liability Insurance

for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. Employer's Liability with minimum limits of (a) $500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at $100,000 and under or (b) $1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements.

3.5. Excess (Umbrella) Liability Insurance

for Agreements valued at $2M or more, at least $4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC.

3.6. Pollution and/or Asbestos Legal Liability Insurance

where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites),pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least $1M per occurrence and $2M aggregate, maintained for at least 3 years after Agreement completion.

3.7. Firm affirmatively states that the insurance requirements as set forth above are of adequate types and amounts of insurance coverage for any type of claim/loss for the proposed work or services.

ACCEPTABILITY OF INSURERS - Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than A-:VII or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

ADDITIONAL INSURED - City, its elected officials, departments, officers, officials, and employees shall be covered as additional insureds on all liability coverage (e.g., CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 10 20, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 if later revisions used).

CANCELLATION/NON-RENEWAL – Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award contact) address as stated in the Agreement with a copy to the following: (1) Purchasing Department, 2555 E Hanna Ave, Tampa, FL 33610 (2) Other: City of Tampa Insurance Compliance c/o Ebix BPO, PO Box 100085- ZS, Duluth, GA 30096

CERTIFICATE OF INSURANCE (COI) AND ENDORSEMENTS – to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least 30 days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to ensure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors' acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies. **Certificate Holder must be The City of Tampa, Florida.**

CLAIMS MADE – If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR) – must be disclosed to City and, if over $500,000, approved by the City in advance and in writing, including at City's option being guaranteed, reduced, or eliminated (additionally if an SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with an SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

PERFORMANCE – All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court of the County.

PRIMARY POLICIES - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, and employees. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, and employees shall be excess of the Firm's insurance and shall not contribute with it.

UNAVAILABILITY – To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title, and interest (but not any liabilities or obligations) under any applicable policies of insurance.

WAIVER OF SUBROGATION – With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

4. TECHNICAL SPECIFICATIONS

4.1. GENERAL

A. This specification is for the supply of liquid cationic polymer for use at the City of Tampa's Howard F. Curren Advanced Wastewater Treatment Plant (HFCAWTP). Delivery is to be made into the Port of Tampa at 2700 Maritime Boulevard, Tampa, FL 33605. The Bidder shall be a major manufacturer of polymer, or an exclusive representative of a major manufacturer.

B. Bids shall be for the supply of a liquid cationic polymer product which has been shown to be effective for use in improving the dewatering characteristics of digested anaerobic/aerobic blended sludge on Dewatering Centrifuges. This cationic polymer must also have been shown to be effective in improving the thickening of activated sludge in the gravity thickeners.

C. Polymers shall be pre-qualified and shown effective in meeting the minimum acceptable performance in dewatering digested sludge and thickening waste activated sludge at the HFCAWTP.

D. All bids shall be made in accordance with the requirements of these specifications and shall only be submitted on the bid form.

E. Bids shall be compared on the basis of cost to supply liquid polymer delivered in tank trucks. The quantities are estimated for each product for the purpose of tabulating and awarding a bid. The actual quantities required may be more or less and payment shall be made at the unit price bid. The price per pound of polymer shall be the unit price quoted in the bid for that particular product.

F. Each Bidder shall be permitted to perform performance trials on one single polymer as outlined in the Testing Section. Each Bidder shall only bid on the polymer that in-plant trials were performed on.

G. Additional equipment required for automatically mixing and feeding the product at the three separate locations on the plant site are the responsibility of the polymer supplier. Consideration should include storage, re-circulation, mixing, and feed equipment. It shall be the responsibility of each Bidder to visit and review each location's equipment needs prior to bid. The following three locations are used for storing, mixing, and feeding polymer products:

1. Sludge Dewatering Building 065
2. Sludge Control Building (drying beds) 054
3. Sludge Treatment Building (gravity thickeners) 030

4.2. QUANTITIES AND PERFORMANCE

A. The polymer shall be a liquid, high molecular weight, high charge density, cationic polymer. The polymer shall be a single component product, which shall readily dissolve in water. The physical and chemical characteristics must conform to the published product data available prior to the invitation to bid and be equal to the product tested and pre-qualified for this bid.

B. The cationic polymer shall be a commercial grade, suitable for flocculation of digested and undigested sludge. The polymer must have been previously tested by City personnel and found to meet minimum performance standards for dewatering digested sludge on Dewatering Centrifuges, and found to improve the thickening of activated sludge in the gravity thickeners.

C. If the Awardee fails to supply polymer that meets the performance specifications for Dewatering Centrifuge operations when applied at the specified dosage within 90 days of the award, the award shall be invalidated. The award shall then be awarded to the next lowest responsive Bidder.

D. **QUANTITY** – This award is to establish the purchase of cationic polymer on an as needed basis. The estimated quantity of sludge to be treated is 550,000 wet tons per year, based on 361,000 gallons per day currently being conditioned. A performance-based dosing rate (based on in plant trials as described in the Testing Section) will be determined for each Bidder. The performance-based dosing rate will be based on number of pounds of cationic polymer needed to treat each wet ton of digested sludge.

After the in-plant trials have been completed, an addendum will be issued stating the performance-based dosing rates to be bid on by each Bidder.

4.3. TESTING

A. Pre-qualification testing for polymer to be used at the HFCAWTP shall be completed within 45 days of bid advertisement. All interested Bidders shall perform screening and in-plant performance trials at the HFCAWTP as a pre- requisite to bidding this award. Due to the extensive testing required, all Bidders shall schedule an appointment for their product's screening and performance evaluation by an email request only to one of the following:

1. Dan Gildea - daniel.gildea@tampgov.net, 813-299-2153
2. Marcus McDougle - marcus.mcdougle@tampgov.net, 813-267-2670

B. The Performance Based Dosing Rates will be issued in an addendum prior to the bid closing date. The volume listed in the addendum shall be the volume of polymer to be bid on by each Bidder to condition one wet ton of digested sludge, as determined by in-plant trials.

C. Screening of products, described as 'Polymer Screening' in this Section, will take place in the City's laboratory located at the HFCAWTP. Each Bidder will be provided one day to perform the required polymer screening and one day to perform the in-plant trials. The polymer application points to be addressed are:

1. anaerobic digested sludge dewatering on Dewatering Centrifuges
2. waste activated sludge thickening in gravity thickeners

D. **Insurance requirements as outlined in the general conditions of this bid shall be submitted to the Purchasing Department, and subsequently approved, prior to Bidders being permitted on the HFCAWTP site.**

E. **All persons attempting to gain access into the Port of Tampa will need to provide plant personnel with prior notification and personal identification information.**

F. Minimum Acceptable Performance - During in-plant polymer trials on Dewatering Centrifuges, a minimum acceptable performance requirement will be established at 20.0% cake solids and 95% filtrate solids recovery. A performance based bidding amount of polymer will be established for product performance that meets or exceeds the minimum criteria.

G. Polymer Screening

1. Procedures to be used in Centrifuge Dewatering Applications
    a. General
        i. All samples will be collected in a single 20-gallon container and stirred frequently to ensure sample uniformity.
        ii. A sample will be collected from the container and analyzed for total solids.
        iii. Each Bidder can use their own Centrifuge Dewatering procedure to determine one polymer for testing on the City's Centrifuge.
2. Procedures to be used in Settling Applications
    a. General
        i. All jar tests will be done in graduated one-liter beakers using the City's jar testing apparatus.

ii. All samples to be tested will be collected in a single 20-gallon container and frequently stirred to ensure sample uniformity.

iii. Samples will be collected from the container and analyzed for suspended solids.

iv. For each set of six jars, one will be set aside as a blank with no polymer addition.

b. Specific

i. All liter beakers will be filled with 800 ml of Waste Activated Sludge (WAS) plus 200 ml of tap water and placed in position on the apparatus.

ii. Each sample will be stirred at 100 rpm for 30 seconds before chemical addition.

iii. After the 30 second premix, the stirrer will be stopped and chemical doses added to each beaker leaving one as a blank.

iv. After chemical addition all samples will be stirred at 60 rpm for 2 minutes and then 10 rpm for 30 seconds.

v. When the stirrer is turned off the paddles will be removed from the jars and a timer started.

vi. At this point, the following is observed: (1) relative floc size 2+4+(2) settling velocities at 5-minute intervals for 30 minutes.

vii. All results will be recorded on standardized sheets provided by the City.

H. Polymer Evaluation - In Plant Trial

After the polymer screening has been completed, each Bidder may select one single polymer to perform an 8-hour in plant trial. A sample of that polymer shall be provided to HFCAWTP Staff for laboratory testing. Performance trials shall be as follows:

1. The trial will utilize one Andritz Centrifuge and all associated polymer mixing and feed equipment. Polymer shall be in a tote with a 2-inch male camlock fitting. The sludge will be anaerobically digested and typical of daily production. The sludge feed rates will be 300 GPM for the entire duration of the test utilizing existing flow metering equipment. Polymer consumption will be based on polymer flowmeter readings. If flowmeter readings are unable to be taken, polymer drawdown readings will be used.

2. All testing must take place between the hours of 8:00 a.m. and 3:00 p.m. In all cases, the trial will be completed by 3:00 p.m. and the results obtained will be used for determining product performance.

3. During the testing, Bidders may make changes to operating variables; City personnel will perform all polymer mixing, calibrations, readings, and sampling and analysis.

4. The operating parameter that all products are required to meet for minimum bidding standards are:

   a. Minimum Total Cake Solids 20% Minimum Solids Capture 95%

   b. Only Bidders with polymer that meet the minimums, as set above, will be allowed to bid.

5. All tested polymers shall have the respective dosing rates published in an addendum. The dosing rate will be in the form of pounds of polymer required to condition one (1) wet ton of sludge to at least 20% solids. For calculating performance based dosing rates, analytical results will be rounded to the nearest 0.1 percent for cake solids, and 1.0 mg/l for filtrate.

6. The operating variables which may be adjusted by Bidders for improving performance are Polymer dose.

7. When the Centrifuge operation has been optimized to the City's and Bidder's satisfaction, the sample collection period may begin. For a two-hour period at thirty-minute intervals, samples will be collected for Centrifuge cake, centrate and feed solids. At this time, polymer dose and other readings will be taken and recorded on City log sheets.

8. The testing must begin by 12:00 p.m. in all cases. Each Bidder will be permitted to make minor adjustments to polymer; however, no adjustments can be made fifteen minutes prior to samples being taken. The average polymer feed dose for

the four sampling periods will be used for determining pounds per wet ton dosage. The results of the average of the four cake samples, feed samples and centrate samples will be used for determining product performance.

9. Following the completion of the tests, the Bidder may obtain the results of the samples in the afternoon of the second day following the testing date. If the results of the trial failed to meet minimum cake and centrate requirements, the product shall not be qualified to bid.

4.4. AWARD SPECIFICATIONS

A. The Awardee shall provide to the City at no charge, a minimum of four eight-hour days of on-site employee training by a qualified company representative. The Awardee shall provide (during the award period) to the City at no charge, technical assistance for the purpose of optimizing polymer dosage at the different application points and troubleshooting problems associated with feeding of the polymer product.

B. The product successfully bid must be compatible with existing equipment to eliminate any problems such as corrosion, scaling, etc. which may inhibit plant operations. Such problems encountered must be immediately addressed by the Awardee and corrective action taken. If the product is found to contribute to toxicity in the treatment plant effluent water.

C. Upon award and prior to the first delivery, the Awardee is responsible for cleaning all existing polymer storage tanks. Feed equipment and piping must also be cleaned to be compatible with transferring and feeding the product bid. The Awardee shall provide any necessary labor or equipment to make such equipment ready to receive the product bid. City responsibility for cleaning equipment and emptying tanks shall be limited to pumping using installed equipment. Unusable product from tank cleaning activities may be disposed at the City's facility by the Awardee at rates and locations approved and directed by City personnel. The Awardee shall be required to provide temporary storage if this disposal option is used.

D. The Awardee shall be required to provide to the City at no charge, any additional equipment required for automatically mixing and feeding the product at the three separate locations on the plant site. Considerations should include storage, re-circulation, mixing, and feed equipment. It shall be the responsibility of each Bidder to visit and review each location's equipment needs prior to bid.

1. The following three locations are used for storing, mixing, and feeding polymer products:

   a. Sludge Dewatering Building 065

   b. Sludge Control Building (drying beds) 054

   c. Sludge Treatment Building (gravity thickeners) 030

E. Delivery of the product shall be made within ten (10) calendar days of the request for delivery. The Awardee is fully responsible for the product to be safely and neatly unloaded at any or all of the three storage locations on the plant site. The delivery truck may be required to weigh in and out when scales are available. The Awardee will filter the product as it is discharged from the delivery truck before it is introduced into the City's polymer storage tanks. Spilling of any product during unloading is strictly prohibited. Any additional equipment required for unloading shall be supplied by the Awardee. Any polymer delivered which does not meet product specifications must be removed by the Awardee at no charge to the City.

F. The Awardee shall be required to submit to City personnel the standard industrial test procedures for determining product quality/activity as used by the manufacturer. The test procedures are to be submitted to the City personnel prior to the first delivery. Also to be included with the submittal shall be the name of the manufacturer's contact person for providing technical assistance for the quality control test procedures.

G. Bid price for liquid cationic polymer shall be quoted F.O.B., Howard F. Curren Advanced Wastewater Treatment Plant, 2700 Maritime Blvd., Tampa, Florida 33605.

5. VENDOR RESPONSES

1. Authorized Representative's Information*

Please include the following information regarding your Authorized Representative:

- Name

RESPONSES ENTERED IN OPENGOV PORTAL

- Title
- Mailing Address
- Telephone Number
- Email Address

*Response required

2. Type of Organization*
How is your business organized?

RESPONSES ENTERED IN OPENGOV PORTAL

☐ Individual
☐ Small Business
☐ Non-Profit
☐ LLC
☐ Partnership
☐ Corporation
☐ Joint Venture

*Response required

3. Business License*
Is your business licensed (unless exempt by applicable law), permitted and certified to do business in the State of Florida?

☐ Yes
☐ No

RESPONSES ENTERED IN OPENGOV PORTAL

*Response required

When equals "Yes"

3.1. License Number*
Enter your Florida Business License Number here.

*Response required

4. BID PROPOSAL*
Upload your Bid Pricing Proposal here.

RESPONSES ENTERED IN OPENGOV PORTAL

*Response required

5. MBD FORMS 10 AND 20*
Please download the below documents, complete, and upload.

- FORMS_MBD-10,_MBD-20.pdf

RESPONSES ENTERED IN OPENGOV PORTAL
Copy attached herewith.

*Response required

6. Sub-Contractors*
Will you be using Sub-Contractors?

RESPONSES ENTERED IN OPENGOV PORTAL

☐ Yes
☐ No

*Response required

When equals "Yes"

6.1. MBD-40*
Please download the below documents, complete, and upload. NOT APPLICABLE

- FORM_MBD-40.pdf

*Response required

When equals "Yes"
6.2. I will send MBD-40 within 10 days of the bid opening.*
The bid opening is Tuesday, February 4, 2025. This form is due to Kristie Maciejewski(kristie.maciejewski@tampagov.net) within 10 days of that if you are going to have sub-contractors. See attachments for MBD-40 form.

☐ Please confirm

RESPONSES ENTERED IN OPENGOV PORTAL
Not Applicable

*Response required

7. BIDDER'S AFFIDAVIT*
Please download the below documents, complete, and upload.

RESPONSES ENTERED IN OPENGOV PORTAL
Copy attached herewith

- BIDDER'S_AFFIDAVIT.pdf

*Response required

8. AFFIDAVIT OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES (2023)*
Please download the below documents, complete, and upload.

RESPONSES ENTERED IN OPENGOV PORTAL
Copy attached herewith

- Affidavit_of_Compliance_wit...

*Response required

9. Public Record Declaration or Claim of Exemption*
As a Bidder, any document you submit to the City of Tampa may be public record and be open for personal inspection or copying by any person. In Florida "public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law.

Do you claim any exemptions from the public records laws?

☐ Yes
☐ No

RESPONSES ENTERED IN OPENGOV PORTAL

*Response required

When equals "Yes"
9.1. Exemption form Public Records Law and Agreement to Indemnify and Defend the City of Tampa*
Upload a redacted copy of your submittal. Include statutory citations for applicable exemptions under the law.

By claiming that parts of the bid are exempt from the public records law, and uploading a redacted copy, the Bidder agrees to protect, defend, indemnify, and hold the City of Tampa, its officers, employees, and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid. The Bidder agrees to investigate, handle respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the City of Tampa and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

*Response required

RESPONSES ENTERED IN OPENGOV PORTAL

10. Conflict of Interest(s)*

For purposes of determining any possible conflict of interest, all bidders, must disclose if any elected or appointed officer of the City of Tampa, City of Tampa employee(s), or any immediate family member* or close personal relation** of an elected or appointed officer of the City of Tampa or City employee(s) is also an owner, corporate officer, agent, employee, stockholder, or has a controlling financial interest***, etc., of their business.

*Immediate family means spouse, parents and children of the person involved.

**Close personal relationship means dating, cohabitation, and/or having an intimate sexual relationship. Dating includes but is not limited to casual dating, serious dating, or casual sexual involvement where the parties have no intention of carrying on a long-term relationship, cohabitation, and any other conduct or behavior normally associated with romantic or sexual relationships. This definition applies regardless of the sexual orientation of the employees involved. Persons involve d in a close personal relationship shall be referred to as a "close personal relation."

***Controlling financial interest means ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or such other interest or position in a business entity sufficient to allow him or her to control its operations.

Do you need to disclose any Conflicts of Interest?

☐ Yes
☐ No

RESPONSES ENTERED IN OPENGOV PORTAL

*Response required

When equals "Yes"
10.1. Conflict(s) of Interest*
List your known or perceived Conflict(s) of Interest.

*Response required

11. Coercion for Labor or Services Attestation Pursuant to Section 787.06, Florida Statutes (2024)*
Pursuant to Section 787.06(13), F.S., this question must be acknowledged by an officer or representative of a nongovernmental entity when a contract is executed, renewed, or extended between the nongovernmental entity and a governmental entity.

The bidder confirms that they do not use coercion for labor or services as defined in Section 787.06, F.S. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

☐ Please confirm

RESPONSES ENTERED IN OPENGOV PORTAL

*Response required

12. Minority Business Status*
Are you certified with the City of Tampa's EBO department?

☐ Yes
☐ No

RESPONSES ENTERED IN OPENGOV PORTAL

*Response required

When equals "Yes"
12.1. Minority Business Designation*
Which Minority Status are you?

Select all that apply

☐ Black
☐ Hispanic
☐ Woman

☐ Other

*Response required

13. Criminal History Screening Practices*

Are you applying for an applicable discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices?

Please review the following and answer the questions accordingly.

The Bidder hereby declines any discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices.

The Bidder hereby declines any discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices; however, Bidder has Criminal History Screening practices similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances.

The Bidder hereby applies for applicable discount or incentive related to Notarized past employment analysis that includes the number of disadvantaged workers the bidder has hired in the past, or, if the bidder has never hired a disadvantaged worker, an explanation that the bidder made a good faith effort to hire a disadvantaged worker: and,

- An estimate of the number of disadvantaged workers that the bidder has hired or plans to hire if the bidder is awarded the project; and,
- Evidence that the bidder's recruitment literature and employment policy does not include language that is disadvantageous to a disadvantaged worker.
- Identify potential job opportunities under the project that may be available for disadvantaged workers if the City awards the Bidder the project; and,
- Agrees to consider for job placement at least one otherwise qualified disadvantaged worker, to the extent a job opportunity is available, if and after the Bidder is awarded the project; or
- Currently employs a percentage of disadvantaged workers consistent with industry standards as determined by the director of the soliciting department or designee.

☐ Yes

☐ No

RESPONSES ENTERED IN OPENGOV PORTAL

*Response required

When equals "No"

13.1. Decline, with similar practices?*

Do you have Criminal History Screening practices similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances, but are still declining any discount or incentive?

☐ Yes

☐ No

*Response required

When equals "Yes"

13.2. Documentation*

Upload the following documentation and assurances:

- Notarized past employment analysis that includes the number of disadvantaged workers the bidder has hired in the past, or, if the bidder has never hired a disadvantaged worker, an explanation that the bidder made a good faith effort to hire a disadvantaged worker: and,
- An estimate of the number of disadvantaged workers that the bidder has hired or plans to hire if the bidder is awarded the project; and,

- Evidence that the bidder's recruitment literature and employment policy does not include language that is disadvantageous to a disadvantaged worker.
- Identify potential job opportunities under the project that may be available for disadvantaged workers if the City awards the Bidder the project; and,
- Agrees to consider for job placement at least one otherwise qualified disadvantaged worker, to the extent a job opportunity is available, if and after the Bidder is awarded the project; or
- Currently employs a percentage of disadvantaged workers consistent with industry standards as determined by the director of the soliciting department or designee.

*Response required

14. Are you a major manufacturer of polymer, or an exclusive representative of a major manufacturer?*

☐ Yes

☐ No

RESPONSES ENTERED IN OPENGOV PORTAL

*Response required

ATTACHMENT A

Occupational Safety and Health Administration Hazard Communication Safety Data Sheets

The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, or importers to provide Safety Data Sheets (SDSs) (formerly known as Material Safety Data Sheets or MSDSs) to communicate the hazards of hazardous chemical products. As of June 1, 2015, the HCS will require new SDSs to be in a uniform format, and include the section numbers, the headings, and associated information under the headings below:

Section 1, Identification: Includes product identifier; manufacturer or distributor name, address, phone number; emergency phone number; recommended use; restrictions on use.

Section 2, Hazard(s) identification: Includes all hazards regarding the chemical; required label elements.

Section 3, Composition/information on ingredients: Includes information on chemical ingredients; trade secret claims.

Section 4, First-aid measures: Includes important symptoms/effects, acute, delayed; required treatment.

Section 5, Fire-fighting measures: Lists suitable extinguishing techniques, equipment; chemical hazards from fire.

Section 6, Accidental release measures: Lists emergency procedures; protective equipment; proper methods of containment and cleanup.

Section 7, Handling, and storage: Lists precautions for safe handling and storage, including incompatibilities.

Section 8, Exposure controls/personal protection: Lists OSHA's Permissible Exposure Limits (PELs); ACGIH Threshold Limit Values (TLVs); and any other exposure limit used or recommended by the chemical manufacturer, importer, or employer preparing the SDS where available as well as appropriate engineering controls; personal protective equipment (PPE).

Section 9, Physical and chemical properties: Lists the chemical's characteristics.

Section 10, Stability, and reactivity: Lists chemical stability and possibility of hazardous reactions.

Section 11, Toxicological information: Includes routes of exposure; related symptoms, acute and chronic effects; numerical measures of toxicity.

Section 12, Ecological information*: Ecotoxicity (aquatic and terrestrial, where available); Persistence and degradability; Bioaccumulative potential; Mobility in soil; other adverse effects (such as hazardous to the ozone layer).

Section 13, Disposal considerations*: Description of waste residues and information on their safe handling and methods of disposal, including the disposal of any contaminated packaging.

Section 14, Transport information*: UN number and shipping name; Transport hazard class(es); Packing group, if applicable; Environmental hazards (e.g., Marine pollutant (Yes/No)); Transport in bulk (according to Annex II of MARPOL 73/78 and the IBC Code); Other Special precautions which a user needs to be aware of, or needs to comply with, in connection with transport or conveyance either within or outside their premises.

Section 15, Regulatory information*: Safety, health, and environmental regulations specific for the product(s) in question.

Section 16, Other information: Includes the date of preparation or last revision.

***Note:** Since other Agencies regulate this information, OSHA will not be enforcing Sections 12 through 15(29 CFR 1910.1200(g)(2)).

For detailed information on each Section listed above please visit: https://www.osha.gov/dsg/hazcom/hazcom-appendix-d.html

NOT APPLICABLE

City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments
(FORM MBD-30)

[ ] Partial [ ] Final

Contract No.: _____ WO#,(if any):_____ Contract Name:_____

Contractor Name:_____ Address:_____

Federal ID:_____ Phone:_____ Fax:_____ Email:_____

GC Pay Period:_____ Payment Request/Invoice Number:_____ City Department:_____

Total Amount Requested for pay period: $_____ Total Contract Amount (including change orders):$_____

-Type of Ownership - (F=Female M=Male), BF BM = African Am., HF HM = Hispanic Am., AF AM = Asian Am., NF NM = Native Am., CF CM = Caucasian S = SLBE

Type Trade/Work Activity []Sub []Supplier Federal ID	Company Name Address Phone & Fax	Total Sub Contract Or PO Amount	Amount Paid To Date Amount Pending Previously Reported	Amount To Be Paid For This Period Sub Pay Period Ending Date
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)

Certification: I hereby certify that the above information is a true and accurate account of payments to sub – contractors/consultants on this contract.

Signed:_____ Name/Title:_____ Date:_____

Note: Detailed Instructions for completing this form are on the next page

Page 2 of 2 – DMI Payment

Instructions for completing The DMI Sub-(Contractors/Consultants/ Suppliers) Payment Form (Form MBD-30)

This form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the pay period. If applicable, after payment has been made to the subcontractor, "Waiver and Release of Lien upon Progress Payment", "Affidavit of Contractor in Connection with Final Payment", or an affidavit of payment must be submitted with the amount paid for the pay period. The following will detail what data is required for this form. The instructions that follow correspond to the headings on the form required to be completed. **(Modifying or omitted information from this form my result in non-compliance).**

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **W.O.#** If the report covers a work order number (W.O.#) for the contract, please indicate it in that space.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID.** A number assigned to a business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **Pay Period.** Provide start and finish dates for pay period. (e.g. 05/01/13 – 05/31/13)
- **Payment Request/Invoice Number.** Provide sequence number for payment requests. (ex. Payment one, write 1 in space, payment three, write 3 in space provided.)
- **City Department**. The City of Tampa department to which the contract pertains.
- **Total Amount Requested for pay period.** Provide all dollars you are expecting to receive for the pay period.
- **Total Contract Amount (including change orders).** Provide expected total contract amount. This includes any change orders that may increase or decrease the original contract amount.
- **Signed/Name/Title/Date**. This is your certification that the information provided on the form is accurate.
- **See attached documents.** Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.
- **Partial Payment.** Check if the payment period is a partial payment, not a final payment. Located at the top right of the form.
- **Final Payment.** Check of this period is the final payment period. Located at the top right of the form.

The following instructions are for information of any and all subcontractors used for the pay period.

- **(Type) of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business or SLBE.
- **Trade/Work Activity.** Indicate the trade, service, or material provided by the subcontractor.
- **SubContractor/SubConsultant/Supplier.** Please indicate status of firm on this contract.
- **Federal ID.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **Company Name, Address, Phone & Fax**. Provide company information for verification of payments.
- **Total Subcontract Amount.** Provide total amount of subcontract for subcontractor including change orders.
- **Amount Paid To Date.** Indicate all dollars paid to date for the subcontractor.
- **Amount Pending, Previously Reported.** Indicate any amount previously reported that payments are pending.
- **Amount To Be Paid for this Period.** Provide dollar amount of dollars requested for the pay period.
- **Sub Pay Period Ending Date.** Provide date for which subcontractor invoiced performed work.

Forms must be signed and dated or will be considered incomplete. The company authorized representative must sign and certify the information is true and accurate. Failure to sign this document or return the document unsigned can be cause for determining a company is in non-compliance of Ordinance 2008-89.

If any additional information is required or you have any questions, you may call the Office of Equal Business Opportunity at (813) 274-5522.

NOT APPLICABLE

City of Tampa
Official Letter of Intent
(Form MBD-40)

A Letter of Intent is required for each WMBE/SLBE listed on the Schedule of Subcontractors to be Utilized (MBD 20 Form). Letter of Intent must be signed by both the Bidder/Service Provider and WMBE/SLBE firm.

Bid/Proposal/Contract Number: _____

Bid/Proposal/Contract Name: _____

A. To be completed by the Bidder/Service Provider

Name of Bidder: _____
Address: _____
_____

Contact Person: _____
Telephone: _____ Fax: _____
Email: _____

B. To be completed by WMBE/SLBE

Name of WMBE/SLBE: _____
Address: _____
_____

Contract Person: _____
Telephone: _____ Fax: _____
Email: _____

C. Identify the scope of work to be performed or item(s) to be supplied by the WMBE/SLBE. On unit price bids, identify to which bid line item the WMBE/SLBE's work scope or supply corresponds:

_____
_____
_____

D. Cost of work to be performed by WMBE/SLBE: _____

E. Cost of work to be performed by WMBE/SLBE as a percent of total City contract amount: _____

Bidder/Proposer certifies that it intends to utilize the WMBE/SLBE listed above, and that the work described above is accurate. Bidder/Proposer will provide City with copy of the related subcontract agreement and/or purchase order prior to commencement of the WMBE/SLBE's work. The WMBE/SLBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Bidder/Proposer: _____ Date: _____
Signature and Title

WMBE/SLBE Firm: _____ Date: _____
Signature and Title

Official Letter of Intent Instructions
City of Tampa
Equal Business Opportunity Program

The Official Letter of Intent must be submitted to the soliciting department within ten (10) work days of the bid opening, prior to award. Not providing all letters of intent within the prescribed time frame may be cause to delay award or declare the bid to be non-responsive.

Bid/Proposal/Contract Number- Please provide bid/proposal/contract number provided by City of Tampa procuring department.

Bid/Proposal/Contract Name – Please provide bid/proposal/contract name provided by City of Tampa procuring department.

To be Completed by the Bidder/Service Provide – Please provide prime contractor or main bidders detailed company information as indicated.

To be completed by the WMBE/SLBE – Please provide WMBE/SLBE subcontractor detailed company information as indicated.

Bidder is to Identify the scope of work to be performed or item(s) to be supplied by the WMBE/SLBE. On unit price bids indentify, which bid line item the WMBE/SLBE's scope of work or supply corresponds – Please provide details of the services or supplies the WMBE/SLBE will provide.

Cost of work to be performed by WMBE/SLBE – Provide agreed upon estimate of work or supplies total price (Unit prices are accepted if specific quantities have yet to be determined).

Bidder/Proposer – Signature of authorized agent for the prime contractor or main bidder with date signed.

WMBE/SLBE firm – Signature of authorized agent for the WMBE/SLBE subcontractor or supplier with date signed.

Contract Confirmation – A copy of the executed subcontract agreement and/or purchase order with the WMBE/SLBE must be filed with the City of Tampa immediately upon execution and/or prior to commencement of work by WMBE/SLBE.

Not Applicable

Good Faith Effort Compliance Plan (GFECP) Guidelines

for Women/Minority Business Enterprise\Small Local Business Enterprise Participation
City of Tampa - Equal Business Opportunity Program
(Form MBD 50 – detailed instructions on page 2 of 2)

Contract Name_____ **Bid Date** _____

Bidder/Proposer_____

Signature_____ **Date**_____

Name_____ **Title** _____

The Compliance Plan with attachments is a true account of Good Faith Efforts (GFE) made to achieve the participation goals as specified for Women/Minority Business Enterprises/Small Local Business Enterprises (WMBE/SLBE) on the referenced contract:

☐ **WMBE/SLBE participation Goal is Not Specified for this Solicitation however participation is aspirational and GFECP is required.**

☐ **WMBE/SLBE participation Goal is Met or Exceeded (refer to Goal-Set Form MBD-90).**

☐ **WMBE/SLBE participation Goal is Not Fully Achieved (refer to Goal-Set Form MBD-90).**

For each checkbox above Bidders/Proposers shall submit DMI Forms 10 and 20 which accurately report all subcontractors solicited and all subcontractors to-be-utilized. The following list is an overview of the required baseline GFECP action steps for all bids/proposals. Furthermore, it is understood that these GFECP requirements are weighted in the compliance evaluation based on the veracity and demonstrable degree of documentation provided with the bid/proposal:

(Check applicable boxes below - Must enclose supporting documents accordingly with Qualifying Remarks)

(1) Solicited through reasonable and available means the interest of WMBE/SLBEs that have the capability to perform the work of the contract. The Bidder or Proposer must solicit this interest within enough time to allow the WMBE/SLBEs to respond. The Bidder or Proposer must take appropriate steps to follow up initial solicitations with interested WMBE/SLBEs. ☐ **See DMI report forms for subcontractors solicited.** ☐ **See enclosed supplemental data on solicitation efforts.**
☐ **Qualifying Remarks**

(2) Provided interested WMBE/SLBEs with adequate, specific scope information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the requested scope identified by bidder/proposer for the solicitation. ☐ **See enclosed actual solicitations used.**
☐ **Qualifying Remarks**

(3) Negotiated in good faith with interested WMBE/SLBEs that have submitted bids (e.g. adjusted quantities or scale). Documentation of negotiation must include the names, addresses, and telephone numbers of WMBE/SLBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with WMBE/SLBEs to perform the work. Additional costs involved in soliciting and using subcontractors is not a sufficient reason for a bidder/proposer's failure to meet goals or achieve participation, as long as such costs are reasonable. Bidders are not required to accept excessive quotes in order to meet the goal.
☐ **DMI Utilized Forms for sub-(contractor/consultant) reflect genuine negotiations** ☐ **This project is an RFQ/RFP in nature and negotiations are limited to clarifications of scope/percentages, specifications, qualifications and subs fee schedules.** ☐ **See enclosed documentation.**
☐ **Qualifying Remarks**

(4) Not rejecting WMBE/SLBEs as being unqualified without justification based on a thorough investigation of their capabilities. The WMBE/SLBEs standing within its industry, membership in specific groups, organizations / associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the goals.
☐ **Not applicable.** ☐ **See attached justification for rejection of a subcontractor's bid or proposal.** ☐ **Qualifying Remarks**

(5) Made scope(s) of work available to WMBE/SLBE subcontractors and suppliers; and, segmented portions of the work or material consistent with the available WMBE/SLBE subcontractors and suppliers, to facilitate meeting the goal. ☐ **In addition, Sub-Contractors could bid on their own choice of work or trade without restriction to a pre-determined portion.** ☐ **See enclosed comments.** ☐ **Qualifying Remarks**

(6) Made good faith efforts, despite the ability or desire of Bidder/Proposer to perform the sub-tasks of a contract with its own forces/organization. A Bidder/Proposer who desires to self-perform the sub-tasks of a contract must demonstrate good faith efforts if the goal has not been met. ☐ **Sub-Contractors were not prohibited from submitting bids/proposals and were solicited on work typically self-performed by the prime.** ☐ **Qualifying Remarks w/Documents**

(7) Segmented the portions of the work to be performed by WMBEs/SLBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units (quantities/scale) to facilitate WMBE/SLBE participation, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces. ☐ **Sub-Contractors could bid on their own choice of work or trade without restriction to a pre-determined portion.** ☐ **Sub-Contractors were not prohibited from submitting bids/proposals and were solicited on work typically self-performed by the prime.** ☐ **See enclosed comments.** ☐ **Qualifying Remarks**

(8) Made efforts to assist interested WMBEs/SLBEs in obtaining bonding, lines of credit, or insurance as required by the City or contractor.
☐ **See enclosed documentation on initiatives undertaken and methods to accomplish.** ☐ **Qualifying Remarks**

(9) Made efforts to assist interested WMBEs/SLBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, including participation in an acceptable mentor-protégé program. ☐ **See enclosed documentation of initiatives and/or agreements.** ☐ **Qualifying Remarks**

(10) Effectively used the services of the City and other organizations that provide assistance in the recruitment and placement of WMBEs/SLBEs.
☐ **See enclosed documentation of services engaged.** ☐ **Overview (attached) of tactical actions and resources employed toward recruitment**

Note: Any unsolicited information in support of your Bid/RFP Compliance must accompany your submittal. ☐ **Identify Information Submitted**

Participation Plan: Guidance for Complying with Good Faith Efforts Outreach

(1) All firms on the WMBE/SLBE Goal Setting List must be solicited and documentation provided for email, fax, letters, phone calls, and other methods of outreach/communication with the listed firms. The DMI Solicited and DMI-Utilized forms must be completed for all firms solicited and all firms utilized. Other opportunities for subcontracting should be explored to attain participation. May consult Tampa EBO Office and/or researching the on-line Diversity Management Business System Directory for Tampa certified WMBE/SLBE firms.

(2) Solicitation of WMBE/SLBEs, via written or electronic notification, should provide specific information on the services needed, where plans can be reviewed and assistance offered in obtaining these, if required. Solicitations should be sent a minimum of a week (i.e. 5 city business days or more) before the bid/proposal date. Actual copies of the bidder's solicitation containing their scope-specific instructions should be provided.

(3) With any quotes received, a follow-up should be made when needed to confirm detail scope of work. For any WMBE/SLBE low quotes rejected, an explanation shall be provided detailing negotiation efforts.

(4) If a low bid WMBE/SLBE is rejected or deemed unqualified the contractor must provide an explanation and supporting documentation for this decision.

(5) Prime shall break down portions of work into economical feasible opportunities for subcontracting. The WMBE/SLBE directory may be useful in identifying additional subcontracting opportunities and certified firms not listed in the "WMBE/SLBE Goal Setting Firms Contact List."

(6) Contractor shall not preclude WMBE/SLBEs from bidding on any part of work, even if the Contractor may desire to self-perform aspects of the work.

(7) Contractor shall avoid relying solely on subcontracting those scopes of work where WMBE/SLBE availability is not sufficient to attain pre-determined goals; including RFP/RFQ solicitations, all of which require GFECP compliance to achieve sub-consultant participation.

(8) In its solicitations, the Bidder should offer assistance to WMBE/SLBEs in obtaining bonding, insurance, et cetera, if required of subcontractors by the City or Prime Contractor.

(9) In its solicitation, the Bidder should offer assistance in obtaining equipment for a specific job to WMBE/SLBEs, if needed. This includes mobilization where applicable.

(10) Contractor should use the services offered by such agencies as the Small Business Development Center (SBDC) @ University South Fla.; SBDC @ Hillsborough County Entrepreneur Collaborative Center; Hillsborough NAACP Empowerment Center; Hillsborough County Economic Development Department DM/DWBE/SBE Program and Prospera-Hispanic Business Assoc. to name a few for the recruitment and placement of available WMBEs/SLBEs.

Procurement Guidelines To Implement Minority & Small Business Participation

Underutilized WMBE Primes by Industry Category

FORMAL PROCUREMENT

Construction	Construction-Related	Professional	Non-Professional	Goods
Black	Asian	Black	Black	Black
Hispanic	Native Am.	Hispanic	Asian	Hispanic
Native Am.	Woman	Asian	Native Am.	Asian
Woman		Native Am.		Native Am.
		Woman		Woman

Underutilized WMBE Sub-Contractors / Sub-Consultants

SUB WORK

Construction	Construction-Related	Professional	Non-Professional	Goods
Black	Black	Black	Black	Black
	Asian	Asian	Asian	Asian
	Native Am.	Native Am.	Native Am.	Native Am.
	Woman	Woman		Woman
		Hispanic		

Policy

The Guidelines apply to formal procurements and solicitations. WMBE participation will be narrowly-tailored for affected groups.

Index

Black (BBE) = Black/African-American Business Enterprise
Hispanic (HBE) = Hispanic Business Enterprise
Asian (ABE) = Asian Business Enterprise
Native American (NBE) = Native American Business Enterprise
Woman (WBE) = Woman Business Enterprise (Caucasian)

Industry Categories

Construction is defined as: new construction, renovation, restoration, maintenance of public improvements and underground utilities.
Construction-Related Services are defined as: architecture, professional engineering, landscape architecture, design build, construction management services, or registered surveying and mapping.
Professional Services are defined as: attorney, accountant, medical doctor, veterinarian, miscellaneous consultant, etc.
Non-Professional Services are defined as: lawn maintenance, painting, janitorial, printing, hauling, security guard, etc.
Goods are defined as: all supplies, materials, pipes, equipment, machinery, appliances, and other commodities.

MBD Form-70

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive

Page 1 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-10)

Contract No.: 24-P-01431 Contract Name: Liquid Cationic Polymer
Company Name: Polydyne Inc. Address: 1 Chemical Plant Road, Riceboro, GA 31323
Federal ID: 34-1810283 Phone: (800) 848-7659 Opt. 2 Fax: (912) 880-2078 Email: bids@polydyneinc.com

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

[✓] No Firms were contacted or solicited for this contract.
[✓] No Firms were contacted because: No subcontractors will be utilized for this contract.
[ ] See attached list of additional Firms solicited and all supplemental information (List must comply to this form)
Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses

NIGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

S = SLBE W=WMBE O = Neither / Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N

Failure to Complete, Sign and Submit this form with your Proposal Shall render the Proposal Non-Responsive
(Do Not Modify This Form)

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub–contracting opportunities on this contract.

Signed: _____ Name/Title: Mark Schlag, Treasurer Date: 1/30/2025

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive
Forms must be included with Proposal

Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form (Form MBD-10)

This form must be submitted with all proposals. **All** subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that follow correspond to the headings on the form required to be completed. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

- **Contract No.** This is the number assigned by the City of Tampa for the proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID.** FIN. A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal or Participation Plan Requirement was not set by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of the "Sub-(Contractors/Consultants/Suppliers) Payments" form (MBD Form-30) must be submitted with every pay application and invoice. Note: Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide brief explanation why no firms were contacted or solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the form. All DMI data not submitted on the MBD Form-10 must be in the same format and have all requested data from MBD Form-10 included.

The following instructions are for information of any and all subcontractors solicited.

- **"S" = SLBE, "W" = WMBE.** Enter "S" for firms Certified by the City as Small Local Business Enterprises and/or "W" for firms Certified by the City as either Women/Minority Business Enterprise; **"O" = Non-certified others**.
- **Federal ID.** FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax**. Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes aka "National Institute of Governmental Purchasing" are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method(s) of soliciting for bid.
- **Quote or Resp. (response) Rec'd (received) Y/N**. Indicate "Y" Yes if you received a quotation or if you received a response to your solicitation. Indicate "N" No if you received no response to your solicitation from the subcontractor. Must keep records: log, ledger, documentation, etc. that can validate/verify.

For additional information visit the Equal Business Opportunity Office website at www.tampagov.net/ebo

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive

Page 3 of 4 – DMI Solicited/Utilized Schedules

City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)

(FORM MBD-20)

Contract No.: 24-P-01431 Contract Name: Liquid Cationic Polymer

Company Name: Polydyne Inc. Address: 1 Chemical Plant Road, Riceboro, GA 31323

Federal ID: 34-1810283 Phone: (800) 848-7659 Opt. 2 Fax: (912) 880-2078 Email: bids@polydyneinc.com

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.

[ ] See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)

Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses

[X] No Subcontracting/consulting (of any kind) will be performed on this contract.

[ ] No Firms are listed to be utilized because: _____

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

S = SLBE W=WMBE O =Neither Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %

Failure to Complete, Sign and Submit this form with your Proposal Shall render the Proposal Non-Responsive. (Do Not Modify This Form)

Total ALL Subcontract / Supplier Utilization $ - 0 -

Total SLBE Utilization $ - 0 -

Total WMBE Utilization $ - 0 -

Percent SLBE Utilization of Total Bid/Proposal Amt. - 0 - **% Percent WMBE Utilization of Total Bid/Proposal Amt.** - 0 - **%**

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.

Signed: _____ Name/Title: Mark Schlag, Treasurer Date: 1/30/2025

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive

Forms must be included with Proposal

Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form

(Form MBD-20)

This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) projected to be utilized must be included on this form. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

Contract No. This is the number assigned by the City of Tampa for the bid or proposal.

- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID.** FIN. A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting/consulting (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal or Participation Plan Requirement was set by the City but will self-perform all work. When subcontractors are utilized during the performance of the contract, the "Sub-(Contractors/Consultants/Suppliers) Payments" form (MBD Form-30) must be submitted with every pay application and invoice. Note: certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors, including completion and submitting Form-10 and Form-20.
- **No Firms listed To-Be-Utilized.** Check box; provide brief explanation why no firms were retained when a goal or participation plan requirement was set on the contract. Note: mandatory compliance with Good Faith Effort outreach (GFECP) requirements applies (MBD Form-50) and supporting documentation must accompany the bid.
- **See attached documents.** Check box, if after completing the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the scope/value/percent utilization of subcontractors. Reproduce copies of MBD-20 and attach. All data not submitted on duplicate forms must be in the same format and content as specified in these instructions.

The following instructions are for information of Any and All subcontractors To Be Utilized.

- **Federal ID.** FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **"S" = SLBE, "W" = WMBE.** Enter "S" for firms Certified by the City as Small Local Business Enterprises and/or "W" for firms Certified by the City as Women/Minority Business Enterprise; **"O" = Non-certified others**.
- **Company Name, Address, Phone & Fax**. Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. Abbreviated list of NIGP is available at http:/www.tampagov.net/mbd "Information Resources".
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs).
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent. For CCNA only (i.e., Consultant A/E Services) you must indicate subcontracts as percent of total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may be optional in CCNA depending on solicitation format).
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount.

For additional information visit the Equal Business Opportunity Office website at www.tampagov.net/ebo

BIDDER'S AFFIDAVIT

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared

Mark Schlag

AFFIANT'S NAME (person's name)

Who, after being duly cautioned and sworn, and being fully aware of the penalties of perjury, does hereby depose and declare, on his own behalf or as a representative on behalf of a partnership or corporation, or other entity that is the Bidder in the matter at hand, as follows:

1. That the Bidder, if a natural person, is of lawful age.

2. That if the Bidder is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.

3. That if the Bidder is operating under a fictitious name, Bidder has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;

4. That the Bidder has not submitted a rigged Bid, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this bid with any other natural person, partnership, corporation or other entity making a bid for the same purpose. The Bidder has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.

5. In the event that the City determines that the Bidder has participated in any collusive, deceptive, or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Bidder. The contract let under such circumstances shall be deemed invalid.

6. That the Bidder is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County, or the State of Florida

7. That no officer or employee of the City, either individually or through any firm, corporation, or business of which he/she is a stockholder or holds office, shall receive any substantial benefit, or profit out of the contract or award to this Bidder; nor does the Bidder know of any City officer or employee having any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of the contract to this Bidder.

8. That, by submitting this bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.

9. That, by submitting this Bid, Affiant certifies compliance with Section 287.135, Florida Statutes and for contracts for goods or services of $1 million or more, that the Bidder is not on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and is not engaged in business operations in Cuba or Syria, and that for contracts for goods or services of any amount, that the Bidder is not on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel. Affiant understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject Bidder to civil penalties, attorney's fees, other costs, and termination of any contract that is awarded.

The bid documents contain a General Conditions Section and may, in most cases, contain a Technical Specification Section. General Conditions contain general requirements and Technical Specifications detail the scope of the goods and/or services requested. The Technical Specifications shall always govern whenever there appears to be a conflict.

The Bidder shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

FURTHER AFFIANT SAYETH NOT.

Bidder: Complete the applicable acknowledgement for an Individual Acting in His/Her Own Right or an Entity (by type):

FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT

State of _____
County of _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ 20____, by _____ ____, who is personally known to me or who has produced identification and who did (did not) take an oath.

_____
Signature of Notary Public

_____
Signature of Affiant

Notary Public
State of: _____
My Commission
Expires: _____

_____
Printed, typed, or stamped
Commissioned name of notary public

_____
Printed or typed name of Affiant

FOR AN ENTITY

State of GEORGIA
County of LIBERTY

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 30th day of January 2025, by Mark Schlag, as Treasurer, of Polydyne Inc. a ☐ Partnership, ☐ Joint Venture, ☑ Corporation, ☐ Limited Liability Company (LLC) or ☐ Other _____, on behalf of such entity. Such individual is personally known to me or has produced identification.

Type of identification produced: personally known

Rebecca Beasley
Signature of Notary Public

REBECCA BEASLEY NOTARY Comm. Exp. 12/17/26 PUBLIC LIBERTY COUNTY, GA

Signature of Affiant

Notary Public
State of: GEORGIA
My Commission
Expires: My Commission Expires December 17, 2026

Rebecca Beasley, Notary Public
Printed, typed, or stamped
Commissioned name of notary public

Mark Schlag, Treasurer
Printed or typed name of Affiant

AFFIDAVIT OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES (2023)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a Foreign Country of Concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes.)

2. The government of a Foreign Country of Concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes.)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a Foreign Country of Concern. (Source: § 287.138(2)(c), Florida Statutes.)

4. The undersigned is authorized to execute this affidavit on behalf of Entity.

5. The undersigned further sayeth naught.

Date: January 30th, 2025

Entity: Polydyne Inc.

Signed: _____

Name: Mark Schlag

Title: Treasurer

STATE OF GEORGIA

COUNTY OF LIBERTY

Sworn to (or affirmed) and subscribed before me, by means of ☑ physical presence or ☐ online notarization, this 30th day of January, 2025, by Mark Schlag, as Treasurer for Polydyne Inc., who is personally known to me or who has produced personally known as identification.

Rebecca Beasley, Notary Public
Notary Public of the State of Georgia

REBECCA BEASLEY NOTARY PUBLIC LIBERTY COUNTY, GA Comm. Exp. 12/17/26

My Commission Expires
December 17, 2026



Detail by Entity Name

Foreign Profit Corporation
POLYDYNE INC.

Filing Information

Document Number	F01000005154
FEI/EIN Number	34-1810283
Date Filed	10/02/2001
State	DE
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	11/17/2004

Principal Address

1 Chemical Plant Rd.
Riceboro, GA 31323

Changed: 04/15/2024

Mailing Address

1 Chemical Plant Rd.
Riceboro, GA 31323

Changed: 04/15/2024

Registered Agent Name & Address

NRAI SERVICES, INC
1200 South Pine Island Road
Plantation, FL 33324

Name Changed: 03/06/2006

Address Changed: 02/11/2011

Officer/Director Detail

Name & Address

Title President

Pittman, John
1 Chemical Plant Rd.
Riceboro, GA 31323

Title Secretary

Gannon, Christopher
1 Chemical Plant Rd.
Riceboro, GA 31323

Title Treasurer / CFO

Schlag, Mark
1 Chemical Plant Rd.
Riceboro, GA 31323

Title Director

Pittman, John
1 Chemical Plant Rd.
Riceboro, GA 31323

Annual Reports

Report Year	Filed Date
2022	04/04/2022
2023	02/24/2023
2024	04/15/2024

Document Images

04/15/2024 -- ANNUAL REPORT	View image in PDF format
02/24/2023 -- ANNUAL REPORT	View image in PDF format
04/04/2022 -- ANNUAL REPORT	View image in PDF format
04/23/2021 -- ANNUAL REPORT	View image in PDF format
05/08/2020 -- ANNUAL REPORT	View image in PDF format
03/20/2019 -- ANNUAL REPORT	View image in PDF format
04/07/2018 -- ANNUAL REPORT	View image in PDF format
04/15/2017 -- ANNUAL REPORT	View image in PDF format
03/30/2016 -- ANNUAL REPORT	View image in PDF format
04/22/2015 -- ANNUAL REPORT	View image in PDF format
04/22/2014 -- ANNUAL REPORT	View image in PDF format
08/02/2013 -- ANNUAL REPORT	View image in PDF format
02/01/2012 -- ANNUAL REPORT	View image in PDF format
06/17/2011 -- ANNUAL REPORT	View image in PDF format
01/04/2010 -- ANNUAL REPORT	View image in PDF format
04/08/2009 -- ANNUAL REPORT	View image in PDF format
04/01/2008 -- ANNUAL REPORT	View image in PDF format
07/19/2007 -- ANNUAL REPORT	View image in PDF format
06/30/2006 -- ANNUAL REPORT	View image in PDF format
03/06/2006 -- Reg. Agent Change	View image in PDF format
05/02/2005 -- ANNUAL REPORT	View image in PDF format

11/17/2004 -- REINSTATEMENT	View image in PDF format
03/17/2003 -- ANNUAL REPORT	View image in PDF format
03/15/2002 -- ANNUAL REPORT	View image in PDF format
10/02/2001 -- Foreign Profit	View image in PDF format