

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: October 13, 2021

Presenter's Name and Title: Jinsheng (Jin) Huo, 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 (Jin) Huo, Ph.D., P.E., BCEE, Assistant Director of Utilities

Temp. Reso. Number: 7495

Item Description: Temp Reso. No. 7495 APPROVING THE ANNUAL PURCHASE OF CHEMICALS FROM VARIOUS COMPANIES RESULTING FROM THE AWARD OF CONTRACTS THROUGH THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP OR AN APPROVED SOLE SOURCE JUSTIFICATION FORM FOR THE EAST AND WEST WATER TREATMENT PLANTS AND THE WASTEWATER RECLAMATION FACILITY, IN A TOTAL AMOUNT NOT-TO-EXCEED \$1,389,710 FOR FISCAL YEAR 2022. (Utilities Director Roy Virgin and Procurement Director Alicia Ayum)

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

Instructions for the Office of the City Clerk: none

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 \$287,510 is available in Utilities, GL-Account 410-55-554-533-130-605280 Entitled “East Water Treatment Plant – Chemicals.” Funding of \$804,900 is available in Utilities, GL-Account 410-55-554-533-140-605280 Entitled “West Water Treatment Plant – Chemicals.” Funding of \$457,300 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 TR 7495
- Attachment(s)
 - Attachment 1: City of Margate Co-Operative Bid No. 2018-013

- Attachment 2A: Martin County Contract BID #2019-3133 and Renewal
- Attachment 2B: Letter from Allied Universal Corporation
- Attachment 3A: Town of Jupiter Bid No. W2105Fa
- Attachment 3B: Letter from American Water Chemicals, Inc.
- Attachment 4: Approved Sole Source Justification for Carus Corporation
- Attachment 5: City of Deerfield Co-Operative ITB#2018-19/22



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners
FROM: *for* Vernon E. Hargray, City Manager *[Signature]*
BY: Roy L. Virgin, Ph.D., Director of Utilities
DATE: October 7, 2021
RE: Temp. Reso. No. 7495 Annual Purchase of Chemicals

RECOMMENDATION: The City Manager recommends approval of the annual purchase of chemicals from various companies for the East Water Treatment (EWTP), West Water Treatment Plant (WWTP), and the Wastewater Reclamation Facility (WWRF), in a total amount not-to-exceed \$1,389,710 for Fiscal Year 2022 (FY22).

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

BACKGROUND: The City of Miramar's Water and Wastewater Treatment Facilities use chemicals for the removal and treatment of materials found in raw and reclaimed water. The City of Miramar is a participant in the Southeast Florida Governmental Purchasing Cooperative Group. The City would like to utilize the competitive bids from the Southeast Florida Governmental Purchasing Cooperative Group, all of which were awarded to the lowest responsive and responsible bidder. The chemical of Corrosion Inhibitor will be purchased using an approved sole source justification form.

DISCUSSION: Funding has been appropriated in the FY22 Operating Budget, Chemical Accounts as follows (Table 1):

Facility Name	Account Number	Amount
East Water Treatment Plant	410-55-554-533-130-605280	\$287,510
West Water Treatment Plant	410-55-554-533-140-605280	\$804,900
Wastewater Reclamation Facility	410-55-555-535-000-605280	\$457,300
Total		\$1,389,710

The table below (Table 2) provides a breakdown of the chemical purchases to be made from each contract:

Chemical Contract	Chemical	Company Name	E-WTP	W-WTP	WWRF	Amount
City of Margate Co-Operative Bid No. 2018-013	Sodium Hydroxide (Caustic Soda)	Allied Universal Corporation	\$74,140	\$160,000	\$20,900	\$255,040
Martin County Contract BID #2019-3133	Sodium Hypochlorite (bleach/chlorine)	Allied Universal Corporation	\$61,750	\$187,500	\$276,400	\$525,650
Town of Jupiter Bid No. W2105Fa Antiscalant	Antiscalant Corrosion Inhibitor (Phosphate)	American Water Chemicals, Inc	\$73,500	\$134,400	\$0	\$207,900
Sole Source		Carus Corp.	\$78,120	\$242,000	\$0	\$320,120
City of Deerfield Beach Co-Operative ITB# 2018-19/22	Sulfuric Acid	Sulphuric Acid Trading Company	\$0	\$81,000	\$0	\$81,000
Total			\$287,510	\$804,900	\$457,300	\$1,389,710

Purchase from each company is summarized as follows (Table 3):

Company Name	Total Contract Value
Allied Universal Corporation	\$780,690
American Water Chemicals	\$207,900
Carus Corp.	\$320,120
Sulphuric Acid Trading Company	\$81,000
Total	\$1,389,710

ANALYSIS: Chemical purchases are critical to the City's Water and Wastewater Treatment Plant operations. This will ensure the City, is in compliance 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 \$287,510 is available in Utilities, GL-Account 410-55-554-533-130-605280 Entitled "East Water Treatment Plant – Chemicals." Funding of \$804,900 is available in Utilities, GL-Account 410-55-554-533-140-605280 Entitled "West Water Treatment Plant – Chemicals." Funding of \$457,300 is available in Utilities, GL-Account 410-55-555-535-000-605280 Entitled "Wastewater Reclamation Facility – Chemicals."

The City Manager recommends approval of the annual purchase of chemicals from various companies for the East and West Water Treatment Plants and the Wastewater Reclamation Facility, in a total amount not-to-exceed \$1,389,710 for Fiscal Year 2022 (FY22).

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10/5/21

**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 VARIOUS COMPANIES RESULTING FROM THE AWARD OF CONTRACTS THROUGH THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP OR AN APPROVED SOLE SOURCE JUSTIFICATION FORM FOR THE EAST AND WEST WATER TREATMENT PLANTS AND THE WASTEWATER RECLAMATION FACILITY, IN A TOTAL AMOUNT NOT-TO-EXCEED \$1,389,710.00 FOR FISCAL YEAR 2022; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar's Water and Wastewater Facilities utilize chemicals for the removal and treatment of materials found in raw and reclaimed water; 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 total purchase of \$1,389,710 for chemicals exceeds the \$75,000 per vendor limit and City Commission approval is required; 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:

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1) The City of Margate approved a contract with Allied Universal Corporation, to provide Sodium Hydroxide, through Invitation for Bid No. 2018-13;

2) The Martin County approved a contract with Allied Universal Corporation, to provide Sodium Hypochlorite, through Invitation for Bid No. 2019-3133;

3) The Town of Jupiter approved a contract with American Water Chemicals Inc., to provide antiscalant, through Contract W2105Fa;

4) The City of Miramar approved a contract with Polydyne, Inc., to provide liquid polymer, through Contract IFB No.20-006 (Resolution No. 20-174);

5) The City of Deerfield Beach approved a contract with Sulphuric Acid Trading Company, to provide sulfuric acid, through Contract ITB# 2018-19/22.

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 procurement process; and

WHEREAS, for the chemical of corrosion inhibitor, it will be purchased using the approved sole source justification; and

WHEREAS, the City Manager recommends approval of the purchase of chemicals from Allied Universal Corporation, American Water Chemicals Inc., Carus Corporation, and Sulphuric Acid Trading Company, in an amount not-to-exceed \$1,389,710 for Fiscal Year 2022.

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**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 Manager is authorized to purchase chemicals from various companies for the East and West Water Treatment Plants and the Wastewater Reclamation Facility, in a total amount not-to-exceed \$1,389,710 for Fiscal Year 2022.

Section 4: 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 5: That this Resolution shall become effective upon adoption.

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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

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Vice Mayor Yvette Colbourne
Commissioner Alexandra P. Davis
Mayor Wayne M. Messam

Voted

Reso. No. _____



ATTACHMENT 1

Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. _____

Description/Title: _____

Initial Contract Term: Start Date: _____ End Date: _____

Renewal Terms of the Contract: _____ Renewal Options for _____
(No. of Renewals) (Period of Time)

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

SECTION #1 VENDOR AWARD

Vendor Name: _____

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: _____ Resolution/Agenda Item No.: _____

Insurance Required: Yes _____ No _____

Performance Bond Required: Yes _____ No _____

SECTION #3 LEAD AGENCY

Agency Name: _____

Agency Address: _____

Agency Contact: _____ Email _____

Telephone: _____ Fax: _____



January 13, 2021

Allied Universal Corporation
ATTN: Cristhianne Mungia
3901 NW 115 Avenue
Miami, FL 33178

SUBJECT: Furnish and Deliver Sodium Hydroxide 50% by Weight
Bid No. 2018-013, Contract Renewal Option

Dear Ms. Mungia:

The contract term for Bid No. 2018-013 expires on April 16, 2021. The City of Margate is offering a one (1) year renewal option effective April 17, 2021 through April 16, 2022. All terms, conditions, and specifications of the contract shall remain as awarded in the bid documents. After this contract renewal, there will be one (1) additional one (1) year renewal options available.

This letter confirms the City of Margate accepts the following price reductions offered for the period of this renewal option. This is in accordance with section 50.3 of the Bid Documents.

Sodium Hydroxide 50% T/L (min. 3,600/gal)	\$2.26/gal
Sodium Hydroxide 50% LT/L (min 500/gal)	\$2.84/gal

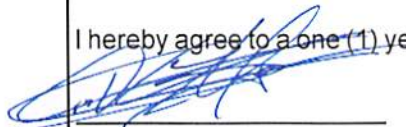
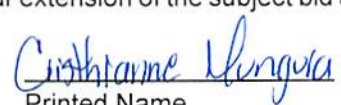
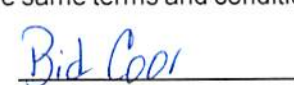

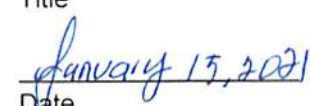
Please sign below to confirm your agreement to renew the contract for an additional one (1) year term, and email a copy to the Purchasing Division, at Purchase@margatefl.com. The signed original of the letter must be mailed or delivered to the Purchasing Division at the address listed below.

I can be reached at (954) 935-5346 should you have any questions or concerns.

Sincerely,


Cale Curtis
City Manager

I hereby agree to a one (1) year extension of the subject bid at the same terms and conditions.

		
Signature	Printed Name	Title
		
Company Name		Date

City Commission

Mayor Arlene R. Schwartz
Vice Mayor Antonio V. Arserio
Anthony N. Caggiano
Tommy Ruzzano
Joanne Simone

City Manager

Cale Curtis

City Attorney

Janette M. Smith, Esq.

City Clerk

Joseph J. Kavanagh, MMC

Finance Department

5790 Margate Boulevard, Margate, FL 33063 • Phone: (954) 972-6454 • Fax: (954) 935-5258
www.margatefl.com • purchase@margatefl.com



**AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR
GOODS AND SERVICES**

THIS AGREEMENT, effective this 3rd day of July in the year, 2019, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR: Allied Universal Corporation
(hereinafter CONTRACTOR) 3901 NW 115 Avenue
Miami, FL. 33178

Contract Name: Chemicals for Water and Wastewater Treatment

Contract Number: RFB2019-3133

Contract Term: Three (3) years plus two (2) 1-year renewal options

Not to Exceed Amount: \$5,500,000.00 combined contractor's for five (5) years.

WHEREAS, COUNTY has previously determined that it has a need for goods and/or services more specifically outlined in the Request for Bids (RFB) and the Scope of Services; and

WHEREAS, COUNTY solicited competitive bids for such services pursuant to the Martin County bid number referenced on Page 1 of this Agreement; and

WHEREAS, COUNTY awarded the Bid to CONTRACTOR; and

WHEREAS, CONTRACTOR has represented that it is able to satisfactorily provide the services and or materials according to the terms and conditions of the RFB, which is incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. **Services to be Performed.** The CONTRACTOR hereby agrees to provide the COUNTY with goods and services, as requested and more specifically outlined in the Scope of Services attached hereto and made a part hereof as Exhibit A, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement, including any additional contract terms contained herein.

2. **Time of Service.** Services shall be performed in a timely manner, as specified in the Request for Bid or as set forth herein.

3. **Term of Agreement/Option of Renewal.** This Agreement shall be in effect from the date of execution and for the term and agreed upon renewal options indicated on Page 1 of this Agreement. This Agreement may be extended subject to execution of a written agreement between the COUNTY and CONTRACTOR for up to 90 additional days beyond the term and agreed upon renewal options. This option shall be exercised only if all prices, terms and conditions remain the same, or decrease.

4. **Amendment of the Agreement.** This Agreement may be amended only by mutual written agreement signed by the parties. No statement, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or is binding upon any of them. The parties acknowledge that this agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

5. **Assignment/Subcontracting.** The CONTRACTOR shall perform all services and provide all goods and equipment required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the COUNTY. In the event of a corporate acquisition and/or merger, the CONTRACTOR shall provide written notice to the COUNTY within thirty (30) business days of CONTRACTOR'S notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the COUNTY awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the RFB, without exception shall constitute approval for purpose of this Agreement.

6. **Termination.**

6.1 COUNTY shall notify CONTRACTOR of any failure to comply with any requirement in the Scope of Work and shall notify CONTRACTOR in writing of such failure/default. CONTRACTOR shall correct such failure/default within five (5) working days. COUNTY shall have the right to terminate this Agreement if such correction is not made within the time specified above.

6.2 Failure of the CONTRACTOR to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of the COUNTY.

6.3 COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONTRACTOR of the intention to terminate.

7. **Compensation.** COUNTY shall pay CONTRACTOR upon CONTRACTOR'S completion of, and COUNTY'S acceptance of, the services required herein, in the amounts specified in the Price Schedule attached hereto and made a part hereof as Exhibit A. Prices shall remain firm for the duration of the contract and any renewals or extensions. County shall pay invoices in accordance with Section 218, Florida Statutes (Florida Prompt Payment Act).

8. **Permit/ Licenses.** CONTRACTOR must secure and maintain any and all permits and licenses required to complete this Agreement.

9. **Public Records.**

9.1 CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

9.1.1. Keep and maintain public records required by the County to perform the Agreement.

9.1.2. Upon request from the County's custodian of public records, 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, Fla. Stat. or as otherwise provided by law.

9.1.3. 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 Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.

9.1.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County,

upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

9.1.5 All blueprints, schematics and design drawings received by the CONTRACTOR from the COUNTY shall not be re-copied or forwarded to another party unless documented permission has been received by COUNTY. Documents shall be documented as retained, returned, or destroyed by CONTRACTOR accepting said documents. In accordance with the Florida Public Records Act, these documents are exempt from Public Disclosure as described in 119.071, Fla. Stat., general exemptions from inspection or copying of public records.

9.2 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.

9.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

10. Minimum Insurance Requirement. The CONTRACTOR must maintain insurance in at least the amounts required throughout the term of this Agreement or any renewals or extensions. The CONTRACTOR must provide a Certificate of Insurance in accordance with the Insurance Requirements and as set forth herein naming the COUNTY as an additional named insured evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

- a. **Loss Deductible Clause:** The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- b. **Worker's Compensation Insurance:** The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the COUNTY for the protection of its employees not otherwise protected. Coverage to include Employers Liability \$100,000 each accident, \$100,000 each Disease/Employee and \$500,000 each Disease/Maximum.
- c. **Commercial Automobile Liability Insurance:** The Contractor shall take out and maintain during the life of this agreement Comprehensive Automobile Liability Insurance for "Any

Auto" (owned, hired and non owned) for a minimum of \$1,000,000 Combined Single Limit.

- d. Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Commercial General Liability insurance Including coverage for bodily injury, property damage, personal/advertising injury and products/completed operations for negligent acts which may arise from operations under this Agreement whether such operations are alone or by anyone directly or indirectly employed by it. The policy should include Contractual Liability to cover the hold harmless and indemnity provision as set forth in this agreement. A per project limit of liability is required. The amounts of such insurance shall be the minimum limit as follows:

Each Occurance -	\$1,000,000
Personal/Advertising Injury -	\$1,000,000
Products/Completed Operations Aggregate -	\$2,000,000
General Aggregate -	\$2,000,000
Fire Damage -	\$100,000 and 1 fire
Medical Expense -	\$10,000 any 1 person

- e. Commercial Automobile and General Liability Insurance: The Contractor shall require each of its subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in its policy, as specified above.
- f. Waiver of Subrogation. The CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

11. Indemnification. CONTRACTOR shall indemnify and hold harmless the COUNTY and Federal government from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, person or property by or from the said CONTRACTOR; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or on account of any act or omission, neglect or misconduct of the said CONTRACTOR; or by, or on account of, any claim or amounts recovered under the "Workers Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. The first ten dollars (\$10.00) of compensation received by the CONTRACTOR represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Florida shall govern this Agreement.

13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The CONTRACTOR is and shall remain an independent contractor and is neither agent, employee, partner nor joint venture of COUNTY. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control act of 1986 located at 8 U.S.C. 1324, et. Seq., and regulations relating thereto, as either may be amended from time to time.

Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of COUNTY.

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

15. Conflict of Interest. CONTRACTOR represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, CONTRACTOR further represents that no person having any interest shall be employed for said performance. CONTRACTOR shall notify COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONTRACTOR may undertake and request an opinion from COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONTRACTOR, COUNTY shall so state in the notification and CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to COUNTY by CONTRACTOR under the terms of this Agreement.

16. Documents Comprising Agreement. The Agreement documents shall include this Agreement as well as the following documents, which are incorporated herein by reference.

- a. Martin County's Request for Bid and all of its addenda and attachments which are part of the RFB set forth above.
- b. Contractor's Certificate of Insurance required in the Request for Bid;
- c. Contractor's response to the RFB or soliciting document.

17. Dispute Resolution.

17.1 As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator.

17.2 **Attorney's Fees.** The parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

17.3 **Venue.** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Martin County, Florida.

17.4 **Non-jury trial.** The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

17.5 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

18. Confidential Information.

18.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software, and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or to such other Party's employees, contractors, or agents (a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Proprietary". Such information may be disclosed to those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, COUNTY shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, including but not limited to Section 119, Fla. Stat. Existence and terms of this Agreement shall constitute a public record and shall be subject to Section 119, Fla. Stat.. CONTRACTOR agrees to comply with the requirements of Sec. 119.0701, Fla. Stat.

18.2 If COUNTY receives a public records request for public records received from CONTRACTOR, including any public records request for Proprietary Information or for records that may be or may contain Proprietary Information, COUNTY shall promptly notify CONTRACTOR. The notice shall inform CONTRACTOR that it must promptly inform COUNTY, in writing, whether or not CONTRACTOR claims an exemption to the release of part or all of the requested public record. If CONTRACTOR claims that part or all of a public record is exempt from inspection and copying, that writing shall state the basis of the exemption that it contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute. If CONTRACTOR claims that an exemption applies to part of a requested public record, CONTRACTOR shall, in that writing, identify for redaction the part of that public record to which the exemption is asserted and validly applies, and the remainder of that public record shall be produced for inspection and copying. If CONTRACTOR promptly notifies COUNTY of a claim of exemption, COUNTY shall review the exemption claimed and decide whether to release the public records. If CONTRACTOR fails to promptly notify COUNTY that it claims an exemption to the release of the requested public record, that failure constitutes a waiver of any claim of trade secret or confidentiality, and COUNTY shall release the record as requested.

18.3 CONTRACTOR will indemnify, defend, and hold COUNTY, COUNTY's elected officials, employees, agents, and attorneys and their successors (each an "Indemnitee") harmless of and from any claim brought or threatened against any Indemnitee by any person or entity on account of or related to any public records request for public records, as that term is defined in Section 119.011, Fla. Stat., that are or may be or may contain Proprietary Information, each of which may be defended, settled

or pursued by COUNTY with counsel of COUNTY's choice but at the expense of CONTRACTOR, including reasonable attorneys' fees and costs, including attorneys' fees and costs in litigation and on appeal incurred by or awarded against any Indemnatee or agreed upon by any Indemnatee as part of any settlement of any claim for attorney's fees and costs for failure to produce requested public records disclosed to an Indemnatee by CONTRACTOR.

18.4 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement, subject to Chapter 119 and other public records retention requirements set forth in Florida law.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.


REVIEWED BY


Samuel Amerson
Utilities and Solid Waste Director

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

 6/24/2019
Taryn Kryzda
County Administrator

ALLIED UNIVERSAL CORPORATION


Cristhianne Muguia
Bid Coordinator

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY BY COUNTY ATTORNEY**

EXHIBIT A

SCOPE OF WORK

Includes, but is not limited to all labor, materials and services necessary to deliver specified water and wastewater treatment chemicals for the Martin County Utilities Department on an as needed basis. Quantities listed below and on the bid form are an approximate annual usage.

Upon request, the Contractor shall provide safety training on chemical products annually at Martin County sites. Locations shall be provided at the time of the request.

MINIMUM REQUIREMENTS

Contractors must comply with NSF/ANSI 60 Standards.

NSF/ANSI 60

If you manufacture, sell or distribute water treatment chemicals in North America, your products must comply with NSF/ANSI 60: Drinking Water Treatment Chemicals – Health Effects, by most governmental agencies that regulate drinking water supplies. Developed by a team of scientists, industry experts and key industry stakeholders, NSF/ANSI 60 sets health effects criteria for many water treatment chemicals including:

- Corrosion and scale inhibitors
- Disinfection and oxidation chemicals
- pH adjustment chemicals
- All other specialty chemicals used in water treatment

DELIVERY AND INVOICING

Bid prices shall be delivered Free on Board (FOB) destination to the following locations:

North Jensen Water & Wastewater Plant
3100 NW Hillman Drive
Jensen Beach, FL. 34957

Tropical Farms Water & Wastewater Plant
8595 SW Kansas Avenue
Stuart, FL. 34997

- Extra fees for delivery shall not be charged.
- Safety data sheets (SDS) shall be required to be submitted for all chemicals **prior** to delivery.
- All liquid chemical invoicing paperwork shall be billed in units of price per gallon and price per pound.
- All liquid chemical manifest paperwork must state the amount of liquid in gallons and pounds being delivered to the treatment plants.

The following is a listing of the chemicals requested, physical data, annual use projection and the individual shipment quantities. Alternatives to the products listed below **shall not** be accepted.

Commodity Description	Physical Data	Estimated Annual Use	Individual Shipment Quantities	Bid Price Per Gallon (Unit Pricing)
Liquid Sodium Hypochlorite (12%)	Density 1.10-1.30 SpG (10%) 1.163 (12%) 1.202 color (green-yellow liquid)	600,000 gallons	Tank truck 5,000 gal/delivery	\$
Anhydrous Ammonia	SpG 0.62 @ 60 F pH+ 11.6 (1 N sol. In water) % volatile by volume: 100 solubility in water: 33% @ 68 F vapor density: 0.6 @ 32 F	10,000 gallons	Tank truck 1,000 gal/delivery	\$
Caustic Soda (Sodium Hydroxide) 50%	LIQUID REACTIVE HAZARD boiling point: 144 C @ 760mm Hg freezing point: 12 C @ 760mm Hg SpG: (15.6 C) 1.53 completely soluble in water odorless	175,000 gallons	Tank truck 5,000 gal/delivery	\$
Caustic Soda (Sodium Hydroxide) 25%	LIQUID REACTIVE HAZARD boiling point: 116 C @ 760mm Hg freezing point: -16 C @ 760mm Hg SpG: (15.6 C): 1.275 completely soluble in water odorless	50,000 gallons	Tank truck 5,000 gal/delivery	\$
Sulfuric Acid (concentrated) 93-98%	SpG: 1.84 boiling point: 535-586 F % volatile: 0 @ 77 F pH (1% solution): + 1.0 colorless, odorless	300,000 gallons	Tank truck 3,000 gal/delivery	\$
AWC A-111 UL	SpG:(@25°) 1.1-1.2, pH(Undiluted), Boiling point >212°F, Appearance and Odor: Light Yellow Liquid with faint odor	2,000 gallons	Truck 55 gallons drums	\$
HTH chlorine 3" tablets (50 lbs.)		25 drums		\$
HTH chlorine granular (100 lbs.)		25 drums		\$

SECURITY MEASURES

The following security measures shall be used by Martin County:

1. Contractor shall supply Martin County with current identification of the driver(s) making deliveries, which must contain a photo and name.
2. Martin County shall be notified of the name of the driver(s) before the truck leaves the Contractors terminal for delivery. This will allow County staff to match the driver(s) photo and name with the I.D. provided when he/she arrives on-site.
3. Driver(s) shall carry identification with them at all times during any chemical delivery.
4. The manifest shall contain detailed information of the product being delivered.
5. Chemical deliveries shall be coordinated prior to any deliveries. County staff prefers Monday through Friday deliveries between the hours of 6 a.m. and 6 p.m. unless otherwise agreed to at the time the order is placed. Deliveries shall only be accepted with prior proper notification.
6. Driver(s) may not be admitted if they do not call ahead to coordinate the date and time of arrival of any chemical delivery.

The goods and/or services listed in this bid are for the purposes of price comparison and are not intended to be all inclusive. The County may add goods and/or services at any time during the term of this Agreement at a cost to be agreed upon by the Vendor and the County.

CONTRACT

It is the intent of the County to award bids to multiple Contractors based on the most economical cost at the County's discretion.

The maximum total value of this contract shall not exceed \$5,500,000.00 over the life of the contract.

The Term of the Contract shall be for a period of three (3) years provided both parties are in agreement and there are no changes to the terms and conditions. Price escalations will be considered at the end of each year and must be documented with written verifications of industry price increases. The County shall reserve the right to terminate the Contract in accordance with the provisions under the Terms & Conditions herein. The contract may be renewed for two (2) additional one (1) -year terms, if needed, for a total maximum term of five (5) years. The awardee agrees to this condition by signing their bid.

RFB2019-3133
CHEMICALS FOR WATER & WASTEWATER TREATMENT

Description	UNIT	ANNUAL USAGE	UNIT PRICE	TOTAL BID
Liquid Sodium Hypochlorite (12%)	GAL	600,000	\$ 0.54	\$ 322,800.00
Anhydrous Ammonia	GAL	10,000	\$ -	\$ -
Caustic Soda (Sodium Hydroxide 50%)	GAL	175,000	\$ 1.96	\$ 343,000.00
Caustic Soda (Sodium Hydroxide 25%)	GAL	50,000	\$ 0.93	\$ 46,500.00
Sulfuric Acid	GAL	300,000	\$ -	\$ -
AWCA-111 UL	GAL	20,000	\$ -	\$ -
HTH tablets (50lbs)	LB	1,250	\$ -	\$ -
HTH Chlorine granular (100 lbs.)	LB	2,500	\$ 1.33	\$ 3,325.00
Total Bid				\$ 715,625.00

INSTRUCTIONS

Bids must be received no later than the date and time stated in the Advertisement . Bids received after that time & date will not be considered.

This form must be returned with bid. Bids on any other form will not be accepted.

Allied Universal Corporation

Company Name

3901 NW 115 Avenue

Street Address

Miami, FL 33178

City, State, Zip

305-888-2623

Telephone

Cristhianne Muguia

Name of Authorized Representative (Print)

Bid Coordinator

Title

Bids@Allieduniversal.com

E-mail Address

Authorized Signature



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

June 30, 2021

City of Miramar
Mr. Ronnie S. Navarro
Assistant Director | Utilities Department
13900 Pembroke Road
Miramar, FL 33027
O: 954.883.6825
Email: rsnavarro@miramarfl.gov

Re: Bid# RFB 2019-3133
Sodium Hypochlorite, Liquid

Dear Ronnie:

Please use this letter as confirmation that Allied Universal Corporation will offer the City of Miramar a piggyback agreement on Martin County, BID# RFB 2019-3133 for Sodium Hypochlorite, with pricing listed below.

Sodium Hypochlorite/Bulk \$0.749

The term of this "piggyback" agreement is from July 3, 2021 to July 2, 2022, during which the City of Miramar agrees to purchase from Allied Universal Corporation all the City of Miramar's Sodium Hypochlorite requirements for:

Estimated volume 195,000 gallons.

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 July 2, 2021 via email to Bids@allieduniversal.com

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

Very truly yours,

ALLIED UNIVERSAL CORPORATION



J. Palmer, AUC President – CEO

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

CITY OF MIRAMAR



Ronnie S. Navarro

City of Miramar

Title: Assistant Director of Utilities

Date: 6/30/2021

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

8350 NW 115 Avenue

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

204 SCM Road

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

2100 Port Road

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

Notice of Intent to Award

DATE: August 3, 2020

TO: American Water Chemicals, Inc.
1802 Corporate Center Lane
Plant City, FL 33563

ATT: Veronica Varo

Project: Contract for Supplying Nanofiltration Antiscalant Re-Bid (W2105Fa)

Gentlemen:

This is to advise that on August 18, 2020, a recommendation for award of the above referenced Contract will be made to the Jupiter Town Council as a result of your bid submitted on July 13, 2020, in the amount of \$0.784 per pound F.O.B for three (3) year(s).

Two (2) sets of Contract Documents are enclosed. Each set contains an unexecuted agreement. Please sign both sets of the agreement and include a Certificate of Insurance for each agreement, in accordance with the bid documents. All documents within the agreement should be left un-dated; the Town will date documents upon execution. After signing each agreement, return both sets with supporting documentation to our office for final signatures.

Your attention is invited to the provision whereby your proposal guarantee may be forfeited in the event the Agreement with insurance is not executed and delivered to the Owner within fifteen (15) consecutive calendar days from August 7, 2020.

One fully executed original and one copy of the executed Agreement/Contract will be provided to you for your files.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul A. Jurczak". The signature is fluid and cursive, with the first name "Paul" being the most prominent part.

Paul A. Jurczak
Town of Jupiter
Utilities Facilities Manager

Notice of Award

DATE: August 19, 2020

TO: American Water Chemicals, Inc.
1802 Corporate Center Lane
Plant City, FL 33563

ATT: Veronica Varo

Project: Contract for Supplying Nanofiltration Antiscalant Re-Bid (W2105Fa)

Gentlemen:

This is to advise you that on August 18, 2020, the Jupiter Town Council approved award of a contract to your firm for the above referenced project as a result of your bid on July 13, 2020, in the amount of \$0.784 per pound F.O.B. for three (3) year(s).

We look forward to partnering with your firm.

Sincerely,

A handwritten signature in black ink, reading "Paul A. Jurczak". The signature is fluid and cursive, with the first name "Paul" being the most prominent.

Paul A. Jurczak
Town of Jupiter
Utilities Facilities Manager

Agreement (Contract) Between Owner and Contractor

This Agreement (Contract) made this 1 (date) day of October (month), 2020 by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as the "the TOWN" and "OWNER", and American Water Chemicals, Inc., 1802 Corporate Center Lane, Plant City, FL 33563, a Corporation, 95-441-2808 (FEID number) hereinafter designated as "the SUPPLIER", in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK.

- 1.1 SUPPLIER shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Supply the Town of Jupiter Utilities Water Treatment Plant with nanofiltration antiscalant for a period of three years beginning October 1, 2020 through September 30, 2023 in accordance with the Alternate Bid and contract specifications.
- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **CHEMICAL BID W2105Fa, CONTRACT FOR SUPPLYING NANOFILTRATION ANTISCALANT RE-BID FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. GOODS AND SERVICES.

- 2.1 SUPPLIER shall furnish the Goods and other services as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows.

Town of Jupiter Utilities
Chemical Bid W2105Fa
Contract for Supplying Nanofiltration Antiscalant Re-Bid

ARTICLE 3. POINT OF DELIVERY.

- 3.1 The place where the Goods are to be delivered is the point of delivery and is designated as:

Town of Jupiter Water Treatment Plant
17403 Central Boulevard
Jupiter, Florida 33458

ARTICLE 4. CONTRACT TIME.

- 4.1 The Goods are to be delivered to the point of delivery and ready for OWNER's acceptance of delivery during the month of October, 2020 as outlined in the specifications, or as agreed on between the Town and Supplier. Contract shall continue for (3) years to September 30, 2023.

ARTICLE 5. CONTRACT PRICE.

- 5.1 OWNER shall pay SUPPLIER for furnishing the Goods and Special Services and for performing other services in accordance with the Procurement Documents in current funds as follows:

According to the Total Base Bid Cost F.O.B. (per Pound) as presented in the Notice of Award.

ARTICLE 6. PAYMENT PROCEDURES.

- 6.1 Payments made by the OWNER will be made via Electronic Funds Transfer (EFT). SUPPLIER will provide the OWNER with the information required to make EFT payments.
- 6.2 SUPPLIER shall invoice the Owner after delivery of material and acceptance by Owner.

ARTICLE 7. SUPPLIER'S REPRESENTATIONS. In order to induce OWNER to enter into this Agreement, SUPPLIER makes the following representations:

- 7.1 SUPPLIER has familiarized himself with the nature and extent of the Procurement Documents and has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by OWNER is acceptable to SUPPLIER.
- 7.2 SUPPLIER has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services and other services in connection therewith.
- 7.3 SUPPLIER does not require additional information from OWNER to enable SUPPLIER to furnish the Goods, Special services and other services at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Procurement documents.

ARTICLE 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire agreement between SUPPLIER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:
 - 8.1(a) Index
 - 8.1(b) Advertisement for Bids
 - 8.1(c) Instructions to Bidders
 - 8.1(d) Proposal
 - 8.1(e) Sworn Statement
 - 8.1(f) Notice of Intent to Award
 - 8.1(g) Notice of Award
 - 8.1(h) Agreement (Contract) between OWNER and SUPPLIER
 - 8.1(i) Opinion of Town Attorney
 - 8.1(j) Notice to Proceed
 - 8.1(k) Specifications bearing the title: Contract for Supplying Nanofiltration Antiscalant (W2105F)
 - 8.1(l) Supplier's Proposal
 - 8.1(m) Any Modifications, including Change Orders, duly delivered after execution of this Agreement.

ARTICLE 9. MISCELLANEOUS.

- 9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2 OWNER and SUPPLIER each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.3 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the

municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

- 9.4 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
- 9.4(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 9.4(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- 9.4(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.
- 9.4(d) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2270, BRITTANYG@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.**

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IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Agreement. At least one counterpart each has been delivered to OWNER and SUPPLIER. All portions of the Contract Documents have been signed or identified by OWNER and SUPPLIER.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:



Todd R. Wodraska, Mayor

(TOWN SEAL)

SUPPLIER

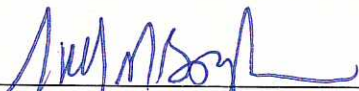
American Water Chemicals, Inc.
1802 Corporate Center Lane
Plant City, FL 33563



Rudy Canezo, Secretary

(CORPORATE SEAL)

ATTEST



Sally Boylan, Town Clerk



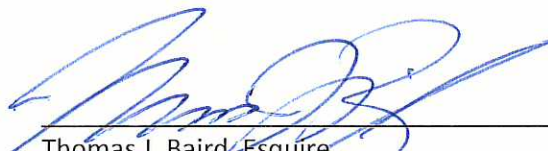
ATTEST

Breanna Clark Inside Sales

PRINT NAME AND POSITION

Opinion of Town Attorney

This is to certify that I have examined the attached Contract Documents, that after such examination, I am of the opinion that such documents conform to the laws of the State of Florida, that the execution of the Contract and the Contract Bonds is in due and proper form, that the representative of the respective Contracting Parties have full power and authority to execute such Contract and Contract Bond on behalf of the respective Contracting Parties and that the foregoing agreements constitute valid and binding obligations on such parties.



Thomas J. Baird, Esquire
Attorney for Town of Jupiter

This the 13th day of August, 2020.

Notice to Proceed (NTP)

DATE: August 20, 2020

TO: American Water Chemicals, Inc.
1802 Corporate Center Lane
Plant City, FL 33563

ATT: Veronica Varo

PROJECT: Contract for Supplying Nanofiltration Antiscalant Re-Bid (W2105Fa)
Town of Jupiter Utilities
Jupiter, Florida

Gentlemen:

One fully executed copy of your Contract is enclosed. The commencement date is October 1, 2020. The contract completion date is September 30, 2023 (3 years from commencement date).

Your attention is invited to the provision whereby you shall start to perform your obligations under this Contract on the Commencement date, which shall begin the Contract Time. Town of Jupiter Utilities will monitor the progress of the work and conformance with the Contract. The Supplier shall be responsible to record a Notice of Commencement with Palm Beach County and provide the Owner with a copy of the recorded document before the work begins.

We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul A. Jurczak", written in a cursive style.

Paul Jurczak
Town of Jupiter
Utilities Facilities Manager

Technical Specification
for
Contract for Supply Nanofiltration Antiscalant Re-Bid (W2105Fa)

SCALE CONTROL ADDITIVE SPECIFICATION

A. Description

1. This section is solely intended for use when antiscalant is selected for scaling control in nanofiltration (NF) applications and is intended for use by the Town of Jupiter, Florida.
2. The antiscalant shall be specifically formulated to inhibit the formation and growth of alkaline earth carbonate, sulfate scales, stabilize metal ions in NF applications. The proposed antiscalant shall inhibit the deposition of colloidal materials such as, but not limited to clays and the hydroxides of metals such as aluminum, iron and manganese.
3. The product applied shall be a stable food grade liquid and shall not contain any soluble mineral or organic substance in quantities capable of producing deleterious or injurious effects on the health of person consuming water that has been properly treated with the product.
4. The product shall reasonably guard against biological and heavy metal contamination, and shall be free of contamination in the supplied container.

B. Submittals

1. The antiscalant supplier shall submit with its Bid, the names, addresses and contact persons of no less than five references in the United States and its Territories that can verify that the scale control product is effective as intended. It is required that these references be located in the United States (preferable in Florida) in a facility of similar size and application, and have a minimum of one year of uninterrupted usage in their facility.
2. The potential bidder shall review water quality data supplied by the Town of Jupiter Utilities and included in this bid package (or collect water sample(s) from the treatment plant for testing purposes) and establish the most effective dose rate based upon feeding the product neat with a feed water flow of 3.4 MGD, with a 85% recovery rate and a sulfuric acid adjusted feed pH of 6.7. A product projection indicating the minimum and a conservative recommended dose shall be provided based on this information with the bid. Recommended dosages must not exceed the maximum allowed by the State of Florida and ANSI/NSF STANDARD 60.
3. A letter from the supplier that all chemical constituents in the proposed product are suitable for use with spiral-wound nanofiltration polyamide thin-film composite synthetic membranes must be provided with the bid. In addition, the letter shall confirm that the proposed product is suitable for use with sulfuric acid pretreatment. The proposed antiscalant product shall be fully compatible with feedwater constituents, and if present, will not cause precipitation of the antiscalant.

4. Certification by NSF Standard 60 that the proposed product is suitable for use in the production of drinking water by nanofiltration must be provided with the bid. The certification shall include the maximum allowable dose rates. The product packaging must bear the NSF certification mark.
5. A certificate of analysis for the scale control additive defining the parameters outlined below shall be included in the bid. The successful vendor will also provide a certificate of analysis, which demonstrates conformance with this specification supplied with each delivery and/or batch of material. The certification shall include a minimum of the following information:
 - % Solids
 - Specific Gravity
 - pH
 - Appearance
 - Residual Monomer Content
 - Brookfield Viscosity (cP, 25EC)
 - Date of Manufacture
 - Color
 - Odor
 - Active Solids
 - Residual Monomer Content
 - Total organic polymer content, weight %.
6. All submittals shall be accompanied by the Material Safety Data Sheets (MSDS) for the product in accordance with the Federal "Right-to-Know" Regulations implemented by the Occupational Safety and Health Administration (OSHA). The scale control additive must be labeled in accordance with OSHA Hazard Communication Standard 29 CFR 1910.1200 as may be current and any other applicable safety regulation(s). The vendor must supply the MSDS that conforms to this standard, which includes a description of and CAS number for the top five components over a concentration of 1%.
7. The vendor shall provide certification that the product has a minimum shelf life of two years and supply a product manufactured no more than 12 months prior to shipment.

C. Materials

1. Antiscalant shall be Avista Vitec 4000, Noveon AF1025, or approved equal.

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2. Product Specification. The product shall contain the following typical properties and specifications:

Appearance	Water white to amber, slightly hazy
Odor	Slightly acrid
Total solids (%)	36.5 ± 2.0
pH	4.5 ± 2.0
Brookfield viscosity (cP, 25°C)	35 (5 to 100)
Contamination	None by visual observation
Freezing point (°C)	-1.0
Boiling point (°C)	101
Specific gravity	1.15 ± .05
Shelf life	1 years

3. The product shall be in compliance with the ANSI/NSF Standard 60 for Direct Additives for Drinking Water and shall be acceptable for potable use in Florida by local and state regulatory agencies. The product received by Jupiter Utilities shall bear the NSF mark, identifying number, product trade designation and name, address and telephone number of the manufacturer or supplier and be accompanied by a product analysis for that particular batch of chemical. Both the manufacturer and the supplier shall be listed in the index of the ANSI/NSF Standard 60 companies and shall comply with ISO 9001, 9002 or 9003 quality systems standards throughout the contract period.
4. The product manufacturer shall seal all drums. Any tampering with the seal and/or the label identifier markings shall be cause for rejection of delivery and termination of the Contract. Product stability shall be such that storage in plastic or poly-lined drums for 12 months will not affect compliance with these product specifications. Documentation of shelf life for each product shall be submitted to Town.
5. The percentage of the final neat concentration of the active ingredient(s) for antiscalant in the product shall be submitted. The Town shall be informed of any proposed change to the formulation.
6. Required mixing to maintain a consistent concentration of the antiscalant in a day tank will not be deemed acceptable.
7. Antiscalant performance will be measured by mass balance of sparingly soluble salts in the NF application, the rate of productivity decline and/or membrane autopsy. These tests will be performed by Town, if required, or by a certified laboratory to determine acceptable performance should the material be suspected of causing deteriorious impact to the NF of sparingly soluble salts in the NF application and productivity decline rates no greater than 15-percent between annual chemical cleaning events. Productivity will be measured by temperature corrected specific flux in gal/sf-day-psi.
8. Use of antiscalant is accordance with the membrane supplier's recommendations shall not violate membrane manufacturer's warranty.

D. Delivery

1. Antiscalant supplier shall supply a sufficient quantity of antiscalant chemical to the Town for one (1) year operation of the membrane process trains.
2. Delivery shall be on an as needed basis in minimum amounts of 10 drums, 55 gallons each (plastic) (average 500 lbs. per drum) for a total delivery estimate of 5,000 pounds. Deliveries shall be completed within 3 weeks of order placement and delivered in a truck equipped with a lift gate. Drums shall be shipped on pallets. Order quantities may vary in agreement with vendor and Jupiter Utilities. Deliveries shall be made by appointment and the supplier shall fax in advance a copy of the truck driver's license.
3. Any vendor distributing a product not directly manufactured by the vendor must supply verification from the product manufacturer that they are authorized to do so for the entire duration of the contract. If awarded, no substitutions are allowed.
4. In case of emergency regarding the antiscalant product, the vendor shall be required to provide technical on-site assistance within twenty-four (24) hours of notification of such need. To insure that this requirement can be met, it is further specified that the vendor shall have a qualified technical service representative residing in the State of Florida throughout the contract period, or otherwise guarantee, in writing, the 24-hour on-site assistance.
5. Any material that arrives cloudy in appearance or suspect in nature or is proven to be below the quality required by the product specifications, Jupiter Utilities reserves the right to reject that shipment. The rejected materials shall be removed by the vendor at the vendor's expense. The vendor shall then replace the rejected material with satisfactory material or credit the Town of Jupiter with the full delivery price of the rejected material. Disposition of material shall be determined as soon as possible and inspection of the batch will be made at the time of the finding for any other drums that are suspect. Immediate deliveries may be required to substitute for the suspect material. Jupiter Utilities is obligated to pay for any usable product meeting these technical specifications. All other material sent by the vendor remains the responsibility of the vendor to remove from Jupiter Facilities.
6. Should the antiscalant, for any reason, prove unsatisfactory for the purpose intended, or should that antiscalant not perform in accordance with the technical specifications, or should there be a decline in treatment effectiveness or performance as a direct result of the antiscalant, the Town of Jupiter reserves the right to cancel the Contract.
7. No escalation will be permitted for chemical cost for the duration of this contract.
8. Escalation/de-escalation for freight will be permitted under this Contract. The request must be made in writing, to the Town, at least 60 days prior to the new rate becoming effective. Proof justifying the change of rate shall be furnished with the written request.
9. To be bid F.O.B. Delivered to Jupiter Water Treatment Facility.
10. DELIVERY: Town of Jupiter Water Treatment Facility, 17403 Central Blvd., Jupiter, FL 33458.



Perfecting the Science of Membrane Treatment

September 16, 2020

City of Miramar
2300 Civic Center Place
Miramar, FL 33025

Re: Contract for Supplying Nanofiltration Antiscalant Re- Bid (W2105Fa)

Dear Allison Adams,

This is to inform you that AWC agrees to extend to the City of Miramar the same price we are currently offering the Town of Jupiter on their Bid No.: W2105Fa for the delivery of: **AWC A-102 Plus**.

The delivered price for this contract is \$.784 per lb for three (3) years. All current terms and conditions apply.

Please feel free to contact us should you have any questions. Thank you for your continued business, it is greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "Breanna Clark", is written over a light blue circular stamp.

Breanna Clark
Customer Service

City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

Requisition No.:	Department: Utilities
Recommended Vendor(s), if any Carus	Date: 08/31/2021
	Estimated Cost: \$320,117.72
Estimated Hours for Consulting Engagement:	Contact Person: Balki Bisram
<input checked="" type="checkbox"/> Ongoing Purchase	<input type="checkbox"/> New Purchase
If an Ongoing/Replacement Purchase what was the prior year expenditure \$ 331,190.62	
<p>Does this purchase request represent an increase or a decrease in utilization or price? (Please explain in detail)</p> <p>This purchase does represent a small decrease in utilization for both East and West Water Plants.</p>	

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:

- ☒ 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 to be effective for the water corrosion control and improves overall water quality, as recommended by a City hired consultant (Kimley-Horn). 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.

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, and 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 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

Sole Source and Product Standardization

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

City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

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 be 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.

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 the similar products and it is deemed that the price is fair and reasonable.


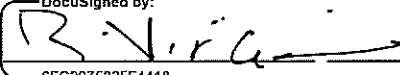
8. Describe the negotiations efforts, if any that have been made with the vendor/provider to obtain the best possible price.




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 obtain the best possible price.

City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM
PLEASE ALSO ATTACH ADDITIONAL SHEETS OR INFORMATION AS NEEDED

Name of the person who prepared this request and justification:		
Name: Balki Bisram	 7FDC6E561B554D9...	9/1/2021 Position: Chief Water Plant Operator
Department: Utilities Date: 08/31/2021		
I hereby certify that the above request and Justification is accurate and complete to the best of my knowledge and belief.		
Roy_Virgin	 6FC2075825F4418...	9/1/2021
Department Director (Print Name)	Signature	Date

<p>For Procurement Department Use Only</p> <p>This approval is effective for _____ days</p>	<p>A good faith review of available sources has been conducted by:</p> <p><input type="checkbox"/> User Department <input type="checkbox"/> Procurement Department <input type="checkbox"/> Standards Committee</p> <p>I concur that this contract is not suitable for competitive bids or proposals</p> <p style="text-align: right;">DocuSigned by:</p> <table style="width: 100%;"><tr><td style="width: 60%;">Alicia_Ayum</td><td style="width: 40%; text-align: center;">9/3/2021</td></tr><tr><td colspan="2" style="text-align: center;"> 68E68C5AF7EE408...</td></tr><tr><td>Chief Procurement Officer</td><td>Date</td></tr></table>	Alicia_Ayum	9/3/2021	 68E68C5AF7EE408...		Chief Procurement Officer	Date
Alicia_Ayum	9/3/2021						
 68E68C5AF7EE408...							
Chief Procurement Officer	Date						



Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. _____

Description/Title: _____

Initial Contract Term: Start Date: _____ End Date: _____

Renewal Terms of the Contract: _____ Renewal Options for _____
(No. of Renewals) (Period of Time)

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

SECTION #1 VENDOR AWARD

Vendor Name: _____

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: _____ Resolution/Agenda Item No.: _____

Insurance Required: Yes _____ No _____

Performance Bond Required: Yes _____ No _____

SECTION #3 LEAD AGENCY

Agency Name: _____

Agency Address: _____

Agency Contact: _____ Email _____

Telephone: _____ Fax: _____



March 20, 2019

SENT VIA E-MAIL

Brent Shonka, General Manager
Sulphuric Acid Trading Company, Inc.
3710 Corporex Park Drive, Suite 205
Tampa, FL 33619

RE: Sulfuric Acid 93% for Water Treatment Plant Operations
ITB #2018-19/22

Dear Mr. Shonka,

As you know, you will be recommended for award of the referenced ITB at the City Commission meeting scheduled for April 2, 2019. In order to expedite the Contract execution, please provide the following to the Purchasing and Contract Administration Division within ten (10) days of receipt of this letter, in accordance with ITB #2018-19/22.

- Two (2) Original Signed Contracts.
- Certificate of Insurance naming the City of Deerfield Beach, 150 NE 2nd Avenue, Deerfield Beach 33441 as certificate holder and additional insured.

Once received and approved for form, the Contract will be fully executed by the City Manager. The City will send you the Purchase Order and one (1) original fully executed Contract.

Should you have any questions, please call me at (954) 480-4418.

Sincerely,

Paul Collette
Buyer

Enclosures: Two (2) Original Contracts

c: Ivelsa Guzman, Purchasing Manager

5

RESOLUTION NO. 2019/034

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITB #2018-19/22 FOR SULFURIC ACID 93% FOR WATER TREATMENT PLANT OPERATIONS TO SULPHURIC ACID TRADING COMPANY ("SATC"), INC. FOR AN ANNUAL COST OF \$131,400.00; AUTHORIZING THE EXECUTION OF AN AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Purchasing and Contract Administration Division issued an Invitation to Bid for Sulphuric Acid 93%, ITB #2018-19/22 (the "ITB"), with the City acting as the lead agency on behalf of the Southeast Florida Governmental Purchasing Group; and

WHEREAS, the ITB was advertised in the legal notices section of the Sun-Sentinel on February 22, 2019, and the notice was also sent to thirty-three prospective Offerors via the e-Procurement Marketplace; and

WHEREAS, three (3) vendors viewed the ITB documents; and

WHEREAS, on March 7, 2019 at 2:00 p.m. EST, the Purchasing and Contract Administration Division (the "Division") closed and unsealed two (2) responses which were reviewed by the Division to ensure the responses met the ITB requirements; and

WHEREAS, the bid submittals were reviewed by both the Division and Environmental Services, and concluded that SATC met all the requirements for the ITB and was the lowest, responsive, responsible bid; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to SATC and authorize execution of a contract for the ITB.

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

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves the award of ITB #2018-19/22 for Sulphuric Acid 93% to the SATC.

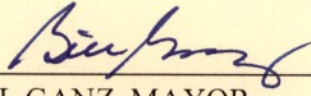
Section 3. The City Manager is hereby authorized to execute a three (3) year contract with SATC consistent with the terms and conditions of the ITB and in amounts not to exceed \$131,400, together with such non-substantial changes that are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The City Manager is authorized to do all things necessary to carry out the aims of this Resolution.

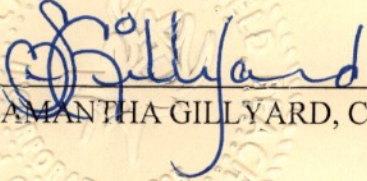
Section 5. This Resolution shall become effective immediately upon adoption.

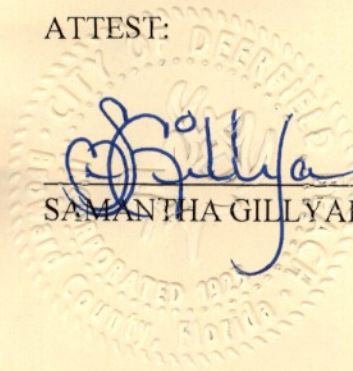
PASSED AND ADOPTED THIS 2ND DAY OF APRIL, 2019.

CITY OF DEERFIELD BEACH


BILL GANZ, MAYOR

ATTEST:


SAMANTHA GILLYARD, CMC, CITY CLERK



CONTRACT

This CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and SULPHURIC ACID TRADING COMPANY, INC. (CONTRACTOR), as follows:

WITNESSETH:

WHEREAS, pursuant to ITB #2018-19/22 (the ITB) the CITY accepted competitive bids for Sulfuric Acid 93% for Water Treatment Plant Operations (the Product); and

WHEREAS, the Product is delineated in the ITB; and

WHEREAS, this CONTRACT, the ITB and the CONTRACTOR's Response constitute the entire CONTRACT and describe the Services to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB, City Staff and City Commission of the City of Deerfield Beach, Florida, has determined that the low, responsive and responsible bid was submitted by CONTRACTOR and that CONTRACTOR has the necessary resources, experience and ability to perform the CONTRACT at a competitive price; and

WHEREAS, this Contract is a Co-operative Contract with the CITY and other participating Southeast Florida Governmental Purchasing Co-operative Group agencies; and

WHEREAS, the CITY has awarded the CONTRACT to CONTRACTOR for the Products on April 2, 2019, Resolution No. 2019/ 034;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF PRODUCT

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This CONTRACT, the ITB, together with the response to the ITB of CONTRACTOR shall constitute the entire CONTRACT. The parties agree that the scope of product is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all products, deliveries, equipment, tools and tasks which are such an inseparable part of this CONTRACT described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.
- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the 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 products listed in the ITB, or any aspect of the products if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the Products to be provided under this CONTRACT.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The initial CONTRACT term shall be three (3) years beginning June 1, 2019 and ending May 31, 2022. The CITY reserves the right to renew the CONTRACT for three (3) additional one (1) year 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 as set forth in the ITB. The City Manager shall execute any renewal CONTRACT.
- 2.2 In the event the CONTRACT is scheduled to end because of the expiration of the CONTRACT, the CONTRACTOR shall continue to provide the products and services 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 CONTRACTOR shall be compensated for the products and services 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 shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's response for work actually performed and completed pursuant to this CONTRACT, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this CONTRACT. This amount, however, does not constitute a limitation, of any sort, upon 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 CONTRACTOR to reimburse its expenses.
- 3.2 The 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 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 or safety. 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.

- 4.2 This CONTRACT may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to provide the specified products and services; or failure to continuously perform the services in a manner calculated to meet or accomplish the objectives as set forth in this CONTRACT. The termination date shall be no more than ten (10) days after the date of such written notice.
- 4.3 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.
- 4.4 In the event this CONTRACT is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the CONTRACT through the termination date specified in the written notice of termination. 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 CONTRACTOR, for CITY's right to terminate this CONTRACT for convenience.
- 4.5 In the event this CONTRACT is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.
- 4.6 Should at any time during the term of this CONTRACT, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this CONTRACT, the City shall have the right to suspend the 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.
 - 4.6.1 In the event a CONTRACTOR 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 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. 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 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. CONTRACTOR shall affirmatively comply with all applicable provisions of the 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, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 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, 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 CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the CONTRACT Administrator within seven (7) days of termination of this CONTRACT by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. 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 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, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

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 CONTRACTOR's and its subcontractors' records, 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 public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency 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 public agency all public records in possession of the 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 public agency in a format that is compatible with the information technology systems of the public agency.
- e. If 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 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.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

- 6.3 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the CONTRACTOR or disputes between City staff and the CONTRACTOR are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

- 6.4 THIRD PARTY BENEFICIARIES
Neither 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.

6.5 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:

Burgess Hanson, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Brent Shonka
3710 Corporex Park Drive
Suite 205
Tampa, FL 33619

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and 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.

6.7 SEVERANCE

In the event a portion of this CONTRACT is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or 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.

6.8 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 express 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.

6.9 WAIVER OF JURY TRIAL

By entering into this CONTRACT, 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.

6.10 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 formality as this CONTRACT and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 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.

6.12 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.

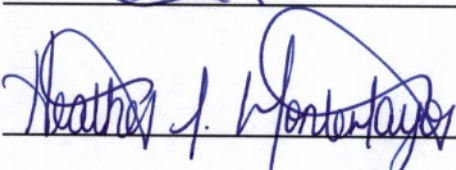
6.13 MULTIPLE ORIGINALS

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.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:






CITY OF DEERFIELD BEACH

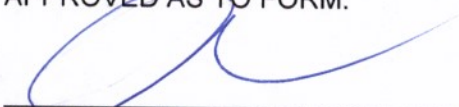
By: 
BURGESS HANSON, CITY MANAGER

Date: 4/4/19

ATTEST:


SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:


ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE INCORPORATED OR NON-INCORPORATED FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

Paula Bah

(Secretary)
Treasurer

(Corporate Seal)

Sulphuric Acid Trading Company, Inc.

(Name of Corporation)

By

Brent Shonka

(Signature)

Brent Shonka, General Manager

(Type Name/Title Signed Above)

22 day of March, 2019.

[If non-incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By

(Signature)

(Type Name Signed Above)

____ day of _____, 20____.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS FOR DISTRIBUTION.

1	Sulfuric Acid 93% for Water Treatment Plant Operations as per bid documents.				
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
					Price quoted is for single point delivery, with one hour free unloading time followed by detention billed at \$45.00 per half hour thereafter. If tractor air is required a \$25.00 charge will be applied. If a load is required to be split into different tanks a \$90.00 charge would apply. Holiday deliveries - \$250.00 fee per load (includes: Thanksgiving, Christmas Eve, Christmas Day, New Years Day, Easter, Independence Day).
Sulphuric Acid Trading Company, Inc.	15,606	ton	\$180.00	\$2,809,080.00	
Shrieve Chemical	15,606	ton	\$183.50	\$2,863,701.00	

	Product Offered and Manufacturer Name.	
Supplier		
Sulphuric Acid Trading Company, Inc.	NSF Certified, 93% Sulfuric Acid	
Shrieve Chemical	MOSAIC Fertilizer	

	Percentage H2SO4.	
Supplier		
Sulphuric Acid Trading Company, Inc.	93.85%	
Shrieve Chemical	93%	

	Minimum Percentage of Sulfuric Acid.	
Supplier		
Sulphuric Acid Trading Company, Inc.	93.20%	
Shrieve Chemical	93.20%	

	Average Percentage of Sulfuric Acid.	
Supplier		
Sulphuric Acid Trading Company, Inc.	93.50%	
Shrieve Chemical	93.60%	

	Specific Gravity at 60 degrees Fahrenheit.	
Supplier		
Sulphuric Acid Trading Company, Inc.	1.8366	
Shrieve Chemical	1.835	

	Product Weight (pounds per gallon).	
	Supplier	
	Sulphuric Acid Trading Company, Inc.	15.3
	Shrieve Chemical	15.3
	Iron as Fe (ppm).	
	Supplier	
	Sulphuric Acid Trading Company, Inc.	25
	Shrieve Chemical	20
	Minimum Order Requirement in Tons.	
	Supplier	
	Sulphuric Acid Trading Company, Inc.	24
	Shrieve Chemical	24
	Delivery Time after Receipt of Order in Calendar Days.	
	Supplier	
	Sulphuric Acid Trading Company, Inc.	1
	Shrieve Chemical	1
	Index Used for Price Adjustments.	
	Supplier	
	Sulphuric Acid Trading Company, Inc.	Producer Price Index
	Shrieve Chemical	Green Markets, Sulfur Postings, Recovered LT, Tampa c Contract
	State Telephone Number for Placement of Orders.	
	Supplier	
	Sulphuric Acid Trading Company, Inc.	800-633-1358
	Shrieve Chemical	281-367-4226
	State E-mail Address for Placement of Orders	
	Supplier	
	Sulphuric Acid Trading Company, Inc.	kbain@satcoinc.net
	Shrieve Chemical	cbertalotto@shrieve.com
	State Telephone Number for Emergency Contact after Regular Business Hours.	
	Supplier	
	Sulphuric Acid Trading Company, Inc.	800-633-1358
	Shrieve Chemical	281-367-4226



2018-19/22

Sulphuric Acid Trading Company, Inc.

Supplier Response

Event Information

Number: 2018-19/22
Title: Sulfuric Acid 93% for Water Treatment Plant Operations
Type: Invitation to Bid
Issue Date: 2/22/2019
Deadline: 3/7/2019 02:00 PM (ET)
Notes: The City of Deerfield Beach is requesting sealed bids for Sulfuric Acid 93% for Water Treatment Operations in accordance with the terms, conditions, and specifications within this solicitation.

Contact Information

Contact: Paul Collette, Buyer
Address: 401 SW 4th Street

Purchasing and Contract Administration Division

A

2nd

Deerfield Beach, FL 33441

Phone: (954) 480-4418

Fax: (954) 480-4388

Email: pcollette@deerfield-beach.com

Sulphuric Acid Trading Company, Inc. Information

Contact: Brent Shonka
Address: 3710 Corporex Park Drive
Suite 205
Tampa, FL 33619
Phone: (813) 225-2000
Fax: (813) 225-1001
Toll Free: (800) 633-1358
Email: satco@satcoinc.net

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Brent Shonka

Signature

Submitted at 3/7/2019 11:31:53 AM

satco@satcoinc.net

Email

Supplier Note

See page 10 of bid document "Supplier Notes". Uploaded under response attachments.

Requested Attachments

Certification of Product

NSF Product Listing 2019.pdf

Offerors shall submit with their Response Attachments proof of certification that the product offered conforms to NSF Standard 60 per the State of Florida Administrative Code.

Certified Laboratory Tests

Certified Laboratory Test.pdf

Offerors shall submit with their Response Attachments a 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

QD073 SATCO Spec 93%-95%.pdf

Offerors shall submit with their Response Attachments detailed technical product specifications for the product offered.

Material Safety Data Sheet (MSDS)

QD078 SATCO GHS SDS .pdf

Offerors shall submit with their Response Attachments applicable Material Safety Data Sheet (MSDS) for the product(s) offered.

Proof of Insurability

SATCO COI Liability-Auto Evidence of Insurance 2018-2019.pdf

Provide proof of insurability meeting the minimum insurance requirements stated in INSURANCE REQUIREMENTS. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Local Business Tax Receipt

City Tampa Business thru 9.30.2019.pdf

Submit a copy of your firms local business tax receipt for the principal place of business.

Certified Business Entity (CBE) Certification, if applicable

No response

Submit a copy of your firms CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 20.

Attachment A - References

1922_Attachment_A_-_References.docx

Offerors shall complete this form and provide it with their Response Attachments.

W-9 Form

SATCO W-9.pdf

Submit a copy of your firms W-9 Form.

Response Attachments

SATCO BOD GM Authorization.pdf

GM approval to sign bids and contracts.

Hills Co Business Tax 2018-2019.pdf

Hillsborough County Business License

Supplier Information - SATCO.pdf

Page 10 - Supplier Information

Bid Attributes

1 Drug-Free Workplace Programs

Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor 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

2 Indemnification

To the fullest extent permitted by law, the 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 Agreement; 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 Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or 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 Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement.

Vendor Indemnifies City

3 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirment, 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 affirment.

Non-Collusion Affirmed

4 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.

Affirmed

5 Local Vendor Affirmation

1. Vendor affirms 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. VENDOR SHALL ATTACH LOCAL BUSINESS TAX RECEIPT TO THE RESPONSE. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am not a local vendor.

6 Certified Business Entity Affirmation

1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror 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. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 20 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am not a Disadvantaged Business Entity

7 Ethics Code Disclosure

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a 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 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: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Not Applicable

8 Completing the Statements of Qualification

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.

9 Individuals with legal authority to contract

In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.

Brent Shonka, General Manager

10 Compliance with Florida Factitious Name Statute

If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.

11 Former Business Names

Under what other former names has your organization or principals holding at least 30% interest operated?

None

12 Years of Experience

How many years has your company been in business providing the products and services that are subject to this solicitation?

30

1 3	References Please confirm you have provided your references on the attached reference sheet. References will be checked and complete and accurate contact information is required. <input style="width: 100px;" type="text" value="Provided"/>
1 4	Licenses and Certifications I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals. <input style="width: 100px;" type="text" value="Yes"/>
1 5	Default and Non-Performance History Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details. <input style="width: 100px;" type="text" value="No"/>
1 6	Criminal Litigation History Does your firm, any 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? <input style="width: 100px;" type="text" value="No"/>
1 7	Conflicts of Interest Offeror 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 respondents 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 with your business. <input style="width: 100px;" type="text" value="No"/>

Bid Lines

1	Sulfuric Acid 93% for Water Treatment Plant Operations as per bid documents. Quantity: <u>15606</u> UOM: <u>ton</u> Unit Price: <input style="width: 100px;" type="text" value="\$180.00"/> Total: <input style="width: 150px;" type="text" value="\$2,809,080.00"/> Item Notes: Quantity is estimated and based on previous annual usage for all Co-Op Agencies listed under the Attachments Tab, Exhibit A - Participating Agencies. Item Attributes 1. Product Offered and Manufacturer Name. <input style="width: 100px;" type="text" value="NSF Certified, 93% Sulfuric Acid"/> 2. Percentage H2SO4. <input style="width: 100px;" type="text" value="93.85%"/> 3. Minimum Percentage of Sulfuric Acid. <input style="width: 100px;" type="text" value="93.2%"/> 4. Average Percentage of Sulfuric Acid. <input style="width: 100px;" type="text" value="93.5%"/>
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5. Specific Gravity at 60 degrees Fahrenheit.

1.8366

6. Product Weight (pounds per gallon).

15.3

7. Iron as Fe (ppm).

25

8. Minimum Order Requirement in Tons.

24

9. Delivery time after receipt of order in calendar days.

1

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 c Contract).

Producer Price Index

11. State telephopne number for placement of orders.

(800) 633-1358

12. State e-mail address for placement of orders.

kbain@satcoinc.net

13. State telephone number for emergency contact after regular business hours.

(800) 633-1358

Response Total: \$2,809,080.00

Sulphuric Acid Specification

<u>Property</u>	<u>Unit</u>	<u>Guaranteed</u>
H ₂ SO ₄	%	93.2 min.
	%	95.5 max
Specific Gravity at 60 °F		1.84

<u>Property</u>	<u>Unit</u>	<u>Typical*</u>
Clarity @ 500 NM	%	> 70
Color	APHA	< 50
Turbidity	NTU	< 60
Iron	ppm	< 50
Sulphur Dioxide (SO ₂)	ppm	< 50
Nitrogen Oxides (NO ₃)	ppm	< 10
Mercury	ppm	< 0.5
Arsenic	ppm	< 2

**Typical values are analyzed on a quarterly basis. These properties are listed for reference and are not guaranteed.*

Produced sulphuric acid is normally a clear and particle free product. Transportation and handling equipment (pumps, storage tanks, truck trailers, rail cars etc.) generate particulates that could be visible in the sulphuric acid. For process or applications that require particle free product, acid filtration equipment is recommended.

SATCO, Inc. is NSF/ANSI Standard 60 Certified and Registered to ISO 9001.



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, January 07, 2019** 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?Company=0F460&Standard=060&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Sulphuric Acid Trading Company, Inc. (SATCO)

3710 Corporex Park Drive

Suite 205

Tampa, FL 33619

United States

800-633-1358

813-225-2000

Facility : Mulberry, FL

Sulfuric Acid

Trade Designation

Sulfuric Acid

Product Function

Corrosion & Scale Control
pH Adjustment

Max Use

50mg/L

Sulphuric Acid

Corrosion & Scale Control
pH Adjustment

50mg/L

Facility : Tampa, FL

Sulfuric Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sulfuric Acid	Corrosion & Scale Control pH Adjustment	50mg/L
Sulphuric Acid	Corrosion & Scale Control pH Adjustment	50mg/L

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

Number of matching Manufacturers is 1
Number of matching Products is 4
Processing time was 0 seconds

IAC Tampa

3904 Corporex Park Dr., St.145

Tampa, Florida 33619 United States of America

T: 813-246-5115

F: 813-246-9042



BUREAU
VERITAS

Certificate of Analysis

Vessel / Shore Tank: Chem Polaris
Product: Sulfuric Acid
Client Reference: None
Terminal / Port / Office: Satco
Job ID: USTAM-18-00663
Submission ID: 018-1800564
Comments :

Sample Submitted By: IAC Tampa
Analysis Performed By: IAC Tampa
Date Sampled: 09-Dec-2018
Date Received: 10-Dec-2018
Date Reported: 10-Dec-2018

Tank 5		
018-1800564-01-003		Running
Method	Test	Results
ASTM E223	Assay , Wt %	93.46
ASTM D4052	Specific Gravity @ 15.56 °C	1.8361

For Inspectorate

Jamilur Rahman, Lab Technician



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2019

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 Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Sulphuric Acid Trading Company, Inc. 3710 Corporex Park Drive Suite 205 Tampa, FL 33619	INSURER(S) AFFORDING COVERAGE	
CN103177417-SATCO-ACORD-18-	INSURER A: National Union Fire Insurance Co. of Pittsburgh, PA	NAIC # 19445
	INSURER B: Mitsui Sumitomo Insurance USA Inc	22551
	INSURER C: N/A	N/A
	INSURER D: Illinois Union Insurance Co	27960
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

NYC-010626771-02

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		45780547	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BVR8302070	09/30/2018	09/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			See Acord 101	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	POLLUTION LIABILITY SIR: \$100,000			G24863930 006	09/30/2016	09/30/2019	Each Occurrence 10,000,000 Aggregate 10,000,000

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

City of Deerfield Beach and City of Deerfield Beach Commission is included as additional insured where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

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
of Marsh USA Inc.

Stan Schiff

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AGENCY CUSTOMER ID: CN103177417

LOC #: New York



ADDITIONAL REMARKS SCHEDULE

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AGENCY Marsh USA, Inc.		NAMED INSURED Sulphuric Acid Trading Company, Inc. 3710 Corporex Park Drive Suite 205 Tampa, FL 33619	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Bumbershoot Liabilities

Policy No.: 045780550

Carrier: National Union Fire Insurance Company of Pittsburgh, PA

Limit: 50%

Policy No.: NYABDE5002

Carrier: Liberty Mutual Insurance Company

Limit: 25%

Policy No.: OLM2510005

Carrier: Mitsui Sumitomo Insurance Company of America

Limit: 25%

