Blanket Purchase Agreement PA600729

Supplier Details:

Company	Univar Solutions USA Inc
Contact	
Address	
	6049 Old 41A Hwy
	Tampa, FL 33619

Submit your response to:

Company	City of Hollywood, FL - Public Utilities Wastewater Plant Operations
Contact	Montoya, Luis
Address	3441 Hollywood Blvd.
	Hollywood FL 33020
Phone	1-954-967-4230
Fax	
E-mail	lmontoya@hollywoodfl.org

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering a Blanket Purchase Agreement with your Company based on the following:

Piggyback COOP City of Margate Bid# 2023-006

Blanket Purchase Agreement PA600729

Agreement	**PA600729**
Creation Date	**18-JUL-2023**
Revision	**0**
Agreement Amount	**720,000.00 USD**

VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO ACCOUNTSPAYABLE@HOLLYWOODFL.ORG.

OR
Mail To

City of Hollywood
Accounts Payable, Room 119
P.O. Box 229045
Hollywood, FL 33022-9045

Supplier **Univar Solutions USA Inc**

6049 Old 41A Hwy
Tampa, FL 33619

Notes The City of Margate Contract# 2223-006 terms and conditions prevail over the City's Purchase Order terms and conditions.

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	103913	**Net 30**	**None**	**Destination**

	Start Date	End Date	Shipping Method
	07/05/2023	**04/18/2024**	
Initial Award Term	**07/05/2023**	**04/18/2024**	
First Renewal Period	**04/19/2024**	**04/18/2025**	
Second Renewal Period	**04/19/2025**	**04/18/2026**	
Third Renewal Period	**04/19/2026**	**04/19/2027**	
Fourth Renewal Period			

Attachments

Type	File Name or URL	Title	Description
File	PA600729 Univar Solutions USA.pdf	PA600729 Univar Solutions USA.	R-2023-210

Line	Item	UOM	Price	Expiration Date
1	Per the goods/services on COOP City of Margate Bid# 2023-006		0.00	
2	Total Cost Per Gallon of Sodium Hydroxide Delivered - Truckload (over 3500 Gallons)	Gallon	2.9265	

Attachments

Type	File Name or URL	Title	Description

Blanket Purchase Agreement PA600729

Line	Item	UOM	Price	Expiration Date
3	Total Cost Per Gallon of Sodium Hydroxide Delivered - Less Than Truckload (less than 3500 Gallons)	Gallon	3.5429	

Attachments

Type	File Name or URL	Title	Description

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS
This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT
Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS
The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of to Seller. Such grant must be in writing and made part of the order.

DEFAULT
In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION
Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order In whole or in part for default (a) if Seller fails to perform In accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed Items delivered and accepted by the Buyer. Seller, will be liable for excess costs of reprocurement.

F.O.B.
In those cases where F O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS
By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING
Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX
The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY
Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE
Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES
Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION
All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected

commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES
Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES
Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION
Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE
Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY
By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK
Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION
Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH
Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE
All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY
No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE
The Seller of services must have secured and maintained the required amount of $1,000,000 general and $500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

WARRANTY
For purposes of this order, Seller warrants: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.

In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this order, including but limited to any statement(s) of work issued, or quote(s) received, by Buyer.

The warranty period shall be 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later, unless otherwise mutually agreed to by the Buyer and Seller.

Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

Signature: Steve Stewart
Director, Procurement and Contract Compliance

RESOLUTION NO. R-2023-210

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A BLANKET PURCHASE AGREEMENT WITH UNIVAR SOLUTIONS USA, INC. FOR THE SUPPLY AND DELIVERY OF SODIUM HYDROXIDE 50% IN AN ESTIMATED ANNUAL AMOUNT UP TO $720,000.00 FOR AN INITIAL TERM OF ONE YEAR BASED ON THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP CONTRACT NO. 2023-006 IN ACCORDANCE WITH SECTION 38.41(C)(5) OF THE PROCUREMENT CODE (PIGGYBACK).

WHEREAS, the Department of Public Utilities desires to purchase the supply and delivery of Sodium Hydroxide 50%, in both full truckload and less than full truckload amounts; and

WHEREAS, Sodium Hydroxide is used to control pH levels in finished water at the Water Treatment Plant; and

WHEREAS, Sodium Hydroxide is also used to neutralize hydrogen sulfide odors at the Wastewater Treatment Plant; and

WHEREAS, the City of Margate, acting as the lead agency for the Southeast Florida Governmental Purchasing Cooperative Group, awarded Contract No. 2023-006 for the supply and delivery of sodium hydroxide 50% to Univar Solutions USA, Inc. ("Univar") for an initial term of one year from April 19, 2023 to April 18, 2024, with an option to renew for four additional one-year periods; and

WHEREAS, Univar has agreed to extend to the City the same pricing and terms as set forth in Contract No. 2023-006; and

WHEREAS, the desired supply and delivery of sodium hydroxide 50% will be acquired over an initial period from July 5, 2023 through April 18, 2024 in an estimated annual amount of up to $720,000.00; and

WHEREAS, Section 38.41(C)(5) of the Procurement Code allows the Chief Procurement Officer to procure, without formal solicitation procedures, all goods, supplies, materials, equipment, and services that are the subject of contracts with the state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof ("piggyback"), provided that the goods, supplies, materials, equipment, or services are the subject of a price schedule negotiated by the entities listed above and is based

strictly on competitive bids, quotations, or competitive proposals and not on any preference and such utilization of other governmental entities contracts shall be permitted only during the term of the other governmental entity's contract; and

WHEREAS, the Director of the Department of Public Utilities and the Chief Procurement Officer recommend that the City Commission approve and authorize the execution of a Blanket Purchase Agreement with Univar Solutions USA, Inc. for the supply and delivery of sodium hydroxide 50% in an estimated annual amount up to $720,000.00; and

WHEREAS, funding for this Blanket Purchase Agreement has been appropriated and exists in account numbers 442.400501.53600.552330.000000.000.000 and 442.400601.53600.552330.000000.000.000, and will be requested in subsequent fiscal years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA.

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the execution, by the appropriate City officials, of the Blanket Purchase Agreement with Univar Solutions USA, Inc., together with such non-material changes as may subsequently be agreed to by the City Manager and approved as to form by the City Attorney.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 5 day of July, 2023.

JOSH LEVY, MAYOR

ATTEST:

PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM:

DOUGLAS R. GONZALES
CITY ATTORNEY

DocuSign Envelope ID: B50033DF-69B8-4F3D-81C8-725E9720DF2E

CITY OF HOLLYWOOD, FLORIDA

OFFICE OF PROCUREMENT AND CONTRACT COMPLIANCE

Piggyback Request Form
(Use for purchase(s) over $5,000, when piggybacking off other contracts)

Date 5/13/2023

Department/Office Public Utilities Water Treatment Plant

Division/Area 4011

Requestor Luis Montoya

Title Public Utilities Manager Water Treatment Plant

Phone 954.967.4230 Ext. 5405

Email lmontoya@hollywoodfl.org

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1. Requested Vendor Univar Solutions USA, Inc.

Vendor Number _____

Address 8201 South 212 St. Kent, WA 98032

Contact Person Stacy Ziegler

Title Municipal Specialist

Phone 813.677.8416

Email stacy.ziegler@UnivarSolutions.com

2. Contract title and number requesting to piggyback? SFGP Co-op Bid # 2023-006

Awarding Agency City of Margate

Contract Expiration Date 4/18/28

Copy of Contract and Awarding Agency documentation is attached (provide if available).
☒ Yes ☐ No

3. Product/Service being requested (be specific). Supply and Delivery of Sodium Hydroxide 50%

4. Detailed description of the product/service's function and purpose. Sodium Hydroxide 50% is used for pH control in the potable drinking water treatment process for the City of Hollywood. Full Truckload Only deliveries for the quantity at the Water Treatment Plant.

5. Please explain what process the Department/Office took to verify and/or identify this contract. City of Hollywood takes part in Southeast Florida Governmental Purchasing Co-op. City of Margate as the lead agency awarded Bid # 2023-006 to Univar Solutions USA, Inc.

6. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product/service?

☒ Yes ☐ No

Please explain SFGP Coop Bid #2023-006

7. Total cost of the requested product/service. $450,000.00

8. Total estimated annual (fiscal year) cost of requested product/service. $450,000.00

Account Number(s) 442.400501.53600.552330.000000.000.000 _____

9. Is this product/service covered by a warranty? ☐ Yes ☒ No

If yes, please attach a copy of the warranty details.

10. Will grant funds be used to pay for the requested product/service? ☐ Yes ☒ No

If yes, please explain _____

REQUESTING DEPARTMENT RECOMMENDATION

Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contract(s) and recommend its/their approval based on compliance with the City's procurement requirements and all applicable laws and regul[illegible] of your knowledge.

DocuSigned by:
Luis Montoya
2AE0E6865225460...

5/16/2023

Requestor's Signature — Date

DocuSigned by:
Vincent Morello
6385CE2A8EB545E...

5/16/2023

Director's Signature — Date

DocuSign Envelope ID: B50033DF-69B8-4F3D-81C8-725E9720DF2E

CITY OF HOLLYWOOD, FLORIDA

OFFICE OF PROCUREMENT AND CONTRACT COMPLIANCE

Piggyback Request Form
(Use for purchase(s) over $5,000, when piggybacking off other contracts)

Date 5/15/2023

Department/Office Public Utilities Wastewater Treatment Plant

Division/Area 4011

Requestor Joel Blanco

Title Operation Superintendent

Phone 9549213288 ext 5402

Email Jblanco@hollywoodfl.org

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1. Requested Vendor Univar Solutions USA, Inc

Vendor Number _____

Address 8201 South 212 St. Kent, WA 98032

Contact Person Stacy Ziegler

Title _ Municipal Specialist ____

Phone 813.677.8416

Email stacy.ziegler@UnivarSolutions.com

2. Contract title and number requesting to piggyback? SFGP Co-op Bid # 2023-006

Awarding Agency _ City of Margate ____

Contract Expiration Date ___4/18/28__

Copy of Contract and Awarding Agency documentation is attached (provide if available).
☒ Yes ☐ No

3. Product/Service being requested (be specific). _ Supply and Delivery of Sodium Hydroxide 50% ____

4. Detailed description of the product/service's function and purpose. Provide Sodium Hydroxide for use in odor scrubber and chlorine scruber.Sodium Hydroxide neutralizes and remove Hydrogen Sulfite (H2S) within the odor scrubber to prevent release to the air. Failingto remove the H2S gas will cause strong foul odors to be release into the air.Also ,sodium hydroxie is used to neutralize and remove chlorine gas that may be release to the air during a chlorine gas leak. Excessive H2S gas in our air will be a violation of FDEP regulatory

5. Please explain what process the Department/Office took to verify and/or identify this contract. City of Hollywood takes part in Southeast Florida Governmental Purchasing Co-op. City of Margate as the lead agency awarded Bid # 2023-006 to Univar Solutions USA, Inc.

6. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product/service?

☒ Yes ☐ No

Please explain _ SFGP Coop Bid #2023-006

7. Total cost of the requested product/service. .$220,000.00

8. Total estimated annual (fiscal year) cost of requested product/service. $220,000.00

Account Number(s) 442.400601.53600.552330.000000.000.000

9. Is this product/service covered by a warranty? ☐ Yes ☒ No

If yes, please attach a copy of the warranty details.

10. Will grant funds be used to pay for the requested product/service? ☐ Yes ☒ No

If yes, please explain _____

REQUESTING DEPARTMENT RECOMMENDATION

Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contract(s) and recommend its/their approval based on compliance with the City's procurement requirements and all applicable laws and regulations to the best of your knowledge.

Requestor's Signature — Date: 5/16/2023

DocuSigned by: Vincent Morello 6385CE2A8EB545E...

Director's Signature — Date: 5/16/2023

DocuSign Envelope ID: CABE2F47-A2AD-412E-9B34-9712E4EF3CBB

CITY OF HOLLYWOOD, FLORIDA

OFFICE OF PROCUREMENT AND CONTRACT COMPLIANCE

Piggyback Request Form
(Use for purchase(s) over $5,000, when piggybacking off other contracts)

Date 5/15/2023

Department/Office Public Utilities Wastewater Treatment Plant

Division/Area 4011

Requestor Joel Blanco

Title Operation Superintendent

Phone 9549213288 ext 5402

Email Jblanco@hollywoodfl.org

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1. Requested Vendor Univar Solutions USA, Inc

Vendor Number _____

Address 8201 South 212 St. Kent, WA 98032

Contact Person Stacy Ziegler

Title _ Municipal Specialist

Phone 813.677.8416

Email stacy.ziegler@UnivarSolutions.com

2. Contract title and number requesting to piggyback? SFGP Co-op Bid # 2023-006

Awarding Agency _ City of Margate

Contract Expiration Date 4/18/28

Copy of Contract and Awarding Agency documentation is attached (provide if available).
☒ Yes ☐ No

3. Product/Service being requested (be specific). _ Supply and Delivery of Sodium Hydroxide 50%

4. Detailed description of the product/service's function and purpose. Provide Sodium Hydroxide for use in odor scrubber and chlorine scruber.Sodium Hydroxide neutralizes and remove Hydrogen Sulfite (H2S) within the odor scrubber to prevent release to the air. Failingto remove the H2S gas will cause strong foul odors to be release into the air.Also ,sodium hydroxie is used to neutralize and remove chlorine gas that may be release to the air during a chlorine gas leak. Excessive H2S gas in our air will be a violation of FDEP regulatory

5. Please explain what process the Department/Office took to verify and/or identify this contract. City of Hollywood takes part in Southeast Florida Governmental Purchasing Co-op. City of Margate as the lead agency awarded Bid # 2023-006 to Univar Solutions USA, Inc.

6. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product/service?

☒ Yes ☐ No

Please explain _ SFGP Coop Bid #2023-006

7. Total cost of the requested product/service. .$220,000.00

8. Total estimated annual (fiscal year) cost of requested product/service. $220,000.00

Account Number(s) 442.400601.53600.552330.000000.000.000

9. Is this product/service covered by a warranty? ☐ Yes ☒ No

If yes, please attach a copy of the warranty details.

10. Will grant funds be used to pay for the requested product/service? ☐ Yes ☒ No

If yes, please explain _____

REQUESTING DEPARTMENT RECOMMENDATION

Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contract(s) and recommend its/their approval based on compliance with the City's procurement requirements and all applicable laws and regulations to the best of your knowledge.

Requestor's Signature	5/16/2023 Date
DocuSigned by: Vincent Morello 6385CE2A8EB545E... Director's Signature	5/16/2023 Date

Piggyback Checklist

Using Department(s): Public Utilities

Piggyback Contract Number/Name: City of Margate Bid # 2023-006

Services/Supplies to be provided: Supply and Delivery Sodium Hydroxide 50% for both Water Treatment Plant and Wastewater Treatment Plant

Why are Services/Supplies being obtained via piggyback (as opposed to issuing a solicitation or obtaining quotes): City of Margate as the lead agency posted a competitively bid solicitation on March 23, 2023, and secured favorable rates with the lowest bidder being Univar Solutions USA, Inc., to supply and deliver Sodium Hydroxide 50%. This is a Co-operative agreement and with their purchasing power of all 54 cities under the Co-op, they get a more favorable rate. If the City pursued a solicitation on their own, it would result in much higher cost and a financial forfeiture for the City.

Procurement Code, Section 38.41(C)(5):

(5) *Piggyback purchases.* The CPO (Chief Procurement Officer) may procure, without following formal solicitation procedures, all goods, supplies, materials, equipment, and services that are the subject of contracts with the state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof ("piggyback"), provided that the goods, supplies, materials, equipment, or services are the subject of a price schedule negotiated by the entities listed above and is based strictly on competitive bids, quotations, or competitive proposals and not on any preference. Utilization of other governmental entities' contracts shall be permitted only during the term of the other governmental entity's contract.

Piggyback Justification Criteria	YES	NO	COMMENT
Is the piggyback contract's pricing/terms more favorable than pricing/terms we would obtain from issuing our own solicitation or obtaining our own quotes?	**Yes**		The City of Margate's bid was part of a Co-op and with their purchasing power of all 54 cities under the Co-op we can get a more favorable rate. Rates would be higher if the City issued a solicitation one their own.
Will use of the piggyback contract save City staff administrative time, efforts and resources?	**Yes**		The contract will save the City's staff time, effort, and resources since City of Margate Purchasing Department has already exerted the manpower, time, effort, and resources to obtain a competitive lowest bid for these services.
Will the requested services/supplies be purchased with funds other than grant funds or funds that prohibit the use of piggybacking?	**Yes**		Funding has been provided in the FY23 budget and will be budgeted in subsequent fiscal years

***If you answered no to any of the questions above in this section, please disregard piggybacking the desired services/supplies and terminate any further completion of this form unless otherwise granted administrative approval to piggyback by authorized City Management staff.**

ITEMS VERIFIED	YES	NO	COMMENT
Does the piggyback contract allow the utilization of the contract by other entities, including use in the state of FL if it's an out of state contract?	**Yes**		City of Margate Bid # 2023-006 allows use by other government entities
Was the contract awarded through a solicitation or other acceptable competitive process that was publicly advertised?	**Yes**		City of Margate Bid # 2023-006
Piggyback Contract is Valid? Contract Expiration Date: April 18, 2028	**Yes**		Initial term: April 19, 2023 - April 18, 2024
Goods / Services requested by the Using Department(s) match those allowed under the piggyback contract and do not extend beyond the expiration date of the piggyback contract?	**Yes**		
Does the piggyback contract have acceptable terms and conditions?	**Yes**		
Did the vendor confirm that the piggyback contract is authorized to be used with the established terms, conditions, and pricing?	**Yes**		Vendor approves of the City of Hollywood using the contract.
Is pricing "Fair and Reasonable" in the piggyback contract?	**Yes**		Vendor (Univar Solutions USA, Inc.) was selected as the lowest bid to Bid # 2023-006. Univar Solutions USA, Inc. provides the lowest bid score which included an assessment of pricing for their products services.
Piggyback Contract Certificate(s) of Insurance (COI) is acceptable to the COH's Risk Management?	**Yes**		
Piggyback Contract has Warranty Conditions?	**Yes**		Provider warrants that all Work or Services performed under this agreement shall be performed in a good and competent workmanlike manner to the satisfaction of the City, and materials shall be of good quality, and free from defects and pursuant to specifications and requirements of the contract.
Piggyback Contract has liquidated damages (if Yes, provide the daily liquidated amount)		**No**	Includes other remedies for damages/non-compliance.

Requestor's Signature: DocuSigned by: Luis Montoya 2AE0E6065225400...
Date: 5/16/2023

Director's Signature: DocuSigned by: Vincent Morello 6385CE2A8EB545E...
Date: 5/16/2023

CPO Signature: DocuSigned by: Steve Stewart 976DD9ED7FB74C8...
Date: 5/16/2023

DS

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/31/2023

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

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

PRODUCER
Aon Risk Services Central, Inc.
Philadelphia PA Office
100 North 18th Street
15th Floor
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** 800-363-0105
E-MAIL ADDRESS:

INSURED
Key Chemical, Inc.
A wholly owned subsidiary of Univar Inc.
9503 Dovewood Place
Waxhaw NC 28173 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	ACE Fire Underwriters Insurance Co.	20702
INSURER C:	Indemnity Insurance Co of North America	43575
INSURER D:	Illinois Union Insurance Company	27960
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570099677314 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			XSLG47313600 SIR applies per policy terms & conditions	06/01/2023	06/01/2024	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$3,000,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			ISA H10708436 Commercial Auto	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $5,000,000			XCEG27380566010	06/01/2023	06/01/2024	EACH OCCURRENCE	$4,000,000
							AGGREGATE	$4,000,000
C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLRC70313443 AOS SCFC70313327 WI	06/01/2023 06/01/2023	06/01/2024 06/01/2024	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Hollywood Florida is included as Additional Insured in accordance with the policy provisions of the General Liability and Auto Liability policies.

CERTIFICATE HOLDER

City of Hollywood Florida
Water Treatment Plant
Attn: Patricia A. Lemke
3441 Hollywood Blvd
Hollywood FL 33021 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570099677314

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AGENCY CUSTOMER ID: 570000014538
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Key Chemical, Inc.
POLICY NUMBER: See Certificate Number: 570099677314	
CARRIER: See Certificate Number: 570099677314 — NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
A				MMT H10708540 Truckers Liability	06/01/2023	06/01/2024	Combined Single Limi	$1,000,000
	WORKERS COMPENSATION							
A		N/A		WCUC70313364 Excess WC--CA OH OR,WA SIR applies per policy terms & conditions	06/01/2023	06/01/2024		

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/31/2023

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

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

PRODUCER
Aon Risk Services Central, Inc.
Philadelphia PA Office
100 North 18th Street
15th Floor
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** 800-363-0105
E-MAIL ADDRESS:

INSURED
Univar Solutions USA Inc.
3075 Highland Parkway
Suite 200
Downers Grove IL 60515 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	ACE Fire Underwriters Insurance Co.	20702
INSURER C:	Indemnity Insurance Co of North America	43575
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570099677313 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		XSLG47313600 SIR applies per policy terms & conditions	06/01/2023	06/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$3,000,000 $3,000,000 Excluded $3,000,000 $3,000,000 $3,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		ISA H10708436 Commercial Auto	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
C B	**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	WLRC70313443 AOS SCFC70313327 WI	06/01/2023 06/01/2023	06/01/2024 06/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Hollywood is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Truckers Liability policies.

CERTIFICATE HOLDER

City of Hollywood
Attn: Office of Procurement
2600 Hollywood Blvd., Room 212
Hollywood FL 33020 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570099677313

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AGENCY CUSTOMER ID: 570000014538
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Univar Solutions USA Inc.
POLICY NUMBER: See Certificate Number: 570099677313	
CARRIER: See Certificate Number: 570099677313 — NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
A				MMT H10708540 Truckers Liability	06/01/2023	06/01/2024	Combined Single Limi	$5,000,000
	WORKERS COMPENSATION							
A		N/A		WCUC70313364 Excess WC--CA OH OR,WA SIR applies per policy terms & conditions	06/01/2023	06/01/2024		

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From:	Certificate of Insurance
To:	Daniela Behm; Certificate of Insurance
Cc:	Luis Montoya; Shanene Wright; Jorge Marin; Jean Joinville; Kassandra Myers
Subject:	RE: [EXT]RE: New Contract Sodium Hydroxide 50% Co-op City of Margate Lead Agency
Date:	Wednesday, June 14, 2023 10:59:11 AM
Attachments:	City of Hollywood Florida-570099677314.pdf City of Hollywood-570099677313.pdf image006.png image007.png image008.png image009.png image010.png image011.png

---

Hello,

Both COIs are acceptable

Thanks,
Stacy

From: Daniela Behm <DBEHM@hollywoodfl.org>
Sent: Tuesday, June 13, 2023 1:23 PM
To: Certificate of Insurance <COI@hollywoodfl.org>
Cc: Luis Montoya <LMONTOYA@hollywoodfl.org>; Shanene Wright <SRWRIGHT@hollywoodfl.org>; Jorge Marin <JOMARIN@hollywoodfl.org>; Jean Joinville <JJOINVILLE@hollywoodfl.org>; Kassandra Myers <KMYERS@hollywoodfl.org>
Subject: FW: [EXT]RE: New Contract Sodium Hydroxide 50% Co-op City of Margate Lead Agency

Good afternoon,

Please see attached COI for your review and approval. Please note, we are requesting to have this expedited if possible to add to agenda.

Thank you,

Daniela "Dani" Behm
Administrative Assistant I
Public Utilities Administration
Phone: 954-967-4455

From: Stacy Ziegler <stacy.ziegler@UnivarSolutions.com>
Sent: Tuesday, June 13, 2023 12:57 PM
To: Luis Montoya <LMONTOYA@hollywoodfl.org>
Cc: Jorge Marin <JOMARIN@hollywoodfl.org>; Jean Joinville <JJOINVILLE@hollywoodfl.org>; Shanene Wright <SRWRIGHT@hollywoodfl.org>; Joel Blanco <JBLANCO@hollywoodfl.org>; Daniela

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 rwhitcomb@greenacresfl.gov 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: _____

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

SECTION #1 **VENDOR AWARD**

Vendor Name: _____

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: _____

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: _____

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

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: _____

Mayor
Anthony N. Caggiano

Vice Mayor
Tommy Ruzzano

Commissioners
Antonio V. Arserio
Arlene R. Schwartz
Joanne Simone

City Manager
Cale Curtis

Interim City Attorney
Weiss Serota Helfman
Cole & Bierman

City Clerk
Jennifer M. Johnson

City of Margate, Florida

April 21, 2023

Univar Solutions USA, Inc.
ATTN: Stacy Ziegler
8201 South 212th Street
Kent, WA 98032

Re: Bid #2023-006

Dear Ms. Ziegler:

This is to confirm that the City of Margate, as lead agency for the Southeast Florida Governmental Purchasing Co-operative Group, has accepted your written proposal on the above referenced solicitation to FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT. The term of this contract is from April 19, 2023 thru April 18, 2024 with an option to renew for four (4) one (1) year terms providing both parties agree that all terms, conditions and specifications remain the same and providing for availability of funding.

Please note it shall be the responsibility of Univar Solutions USA, Inc. to provide the City with your Certificate of Insurance, complying with the specification limits, throughout the term of this agreement.

Thank you for your interest in doing business with the City of Margate.

Sincerely,

Wylene Sprouse

Wylene Sprouse, NIGP-CPP, CPPB
Purchasing Supervisor

cc: Bid #2023-006

Mayor
Anthony N. Caggiano

Vice Mayor
Tommy Ruzzano

Commissioners
Antonio V. Arserio
Arlene R. Schwartz
Joanne Simone

City Manager
Cale Curtis

Interim City Attorney
Weiss Serota Helfman
Cole & Bierman

City Clerk
Jennifer M. Johnson

City of Margate, Florida

April 21, 2023

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

Re: Bid #2023-006

Dear Ms. Munguia:

This is to confirm that the City of Margate, as lead agency for the Southeast Florida Governmental Purchasing Co-operative Group, has accepted your written proposal on the above referenced solicitation to FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT. The term of this contract is from April 19, 2023 thru April 18, 2024 with an option to renew for four (4) one (1) year terms providing both parties agree that all terms, conditions and specifications remain the same and providing for availability of funding.

Please note it shall be the responsibility of Allied Universal Corporation to provide the City with your Certificate of Insurance, complying with the specification limits, throughout the term of this agreement.

Thank you for your interest in doing business with the City of Margate.

Sincerely,

Wylene Sprouse

Wylene Sprouse, NIGP-CPP, CPPB
Purchasing Supervisor

cc: Bid #2023-006

Mayor
Anthony N. Caggiano

Vice Mayor
Tommy Ruzzano

Commissioners
Antonio V. Arserio
Arlene R. Schwartz
Joanne Simone

City Manager
Cale Curtis

Interim City Attorney
Weiss Serota Helfman
Cole & Bierman

City Clerk
Jennifer M. Johnson

City of Margate, Florida

April 21, 2023

Brenntag Mid-South Inc.
ATTN: Ray Sibbitt
250 Central Florida Parkway
Orlando, FL 32824

Re: Bid #2023-006

Dear Mr. Sibbitt:

This is to confirm that the City of Margate, as lead agency for the Southeast Florida Governmental Purchasing Co-operative Group, has accepted your written proposal on the above referenced solicitation to FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT. The term of this contract is from April 19, 2023 thru April 18, 2024 with an option to renew for four (4) one (1) year terms providing both parties agree that all terms, conditions and specifications remain the same and providing for availability of funding.

Please note it shall be the responsibility of Brenntag Mid-South Inc. to provide the City with your Certificate of Insurance, complying with the specification limits, throughout the term of this agreement.

Thank you for your interest in doing business with the City of Margate.

Sincerely,

Wylene Sprouse

Wylene Sprouse, NIGP-CPP, CPPB
Purchasing Supervisor

cc: Bid #2023-006

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 23-033

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, ACTING AS LEAD AGENCY FOR THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP; APPROVING THE AWARD OF BID NO. 2023-006 "FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT" TO UNIVAR SOLUTIONS USA, INC. AS PRIMARY SUPPLIER, AND ALLIED UNIVERSAL CORPORATION AND BRENNTAG MID-SOUTH, INC AS SECONDARY SUPPLIERS; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City of Margate, acting as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group, approves the award of Bid No. 2023-006 - "Furnish and Deliver Sodium Hydroxide 50% By Weight," to Univar Solutions USA, Inc., as primary supplier for truckload deliveries at a cost of $2.9265 per gallon, and less than truckload deliveries at a cost of $3.5429 per gallon. In addition, the City Commission approves the award to Allied Universal Corporation and Brenntag Mid-South, Inc., as secondary suppliers of less than truckload deliveries at a cost of $4.44 per gallon and $4.98 per gallon respectively.

SECTION 2: That the Mayor and City Manager are authorized and directed to execute the agreement for the above, and the administration is authorized to issue a purchase order to implement same.

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED, AND APPROVED THIS 19th day of APRIL 2023.

ATTEST:

JENNIFER M. JOHNSON
CITY CLERK

ANTHONY N. CAGGIANO
MAYOR

RECORD OF VOTE

Arserio	YES
Ruzzano	YES
Caggiano	YES
Schwartz	YES
Simone	YES

	Univar Solutions	Allied Universal Corp.	Brenntag Mid-South
Minimum Order Amount	3,000 gal	500gal	400 gal
	Price Per Gallon	Price Per Gallon	Price Per Gallon
Total Cost Per Gallon of Sodium Hydroxide Delivered - Truckload (over 3500 Gallons)	$ 2.9265	$ 3.55	$ 2.99
Total Cost Per Gallon of Sodium Hydroxide Delivered - Less Than Truckload (less than 3500 Gallons)	$ 3.5429	$ 4.44	$ 4.98

Primary
Secondary

City of Margate
Sodium Hydroxide 50% by Weight

Bid No. 2023-006

Date: March 30, 2023 Time: 11:00 AM

Name of Bidders	Total Amount/GAL TRUCKLOAD	>3500 GAL	Adden #1
Brenntag Mid-South Inc.	$2.99	$4.98	✓
Univar Solutions	$2.9245	$3.5429	✓
Allied Universal Corp.	$3.55	$4.44	✓

City of Margate
Sign-In Sheet
Sodium Hydroxide 50% by Weight
BID No. 2023-006

Date: March 30, 2023 Time: 11:00 AM

Name of Bidder	Company Name:

City Personnel

Kelly McGilvray

Univar Solutions USA Inc.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-872-5041
www.univarsolutions.com

March 27, 2023

City of Margate
Purchasing Division Office
5790 Margate Boulevard
Margate, FL 33063

RE: Invitation to Bid – Furnish and Deliver Sodium Hydroxide 50% - 2023-006

To Wendell Wheeler:

Univar Solutions USA Inc. is pleased to offer a price quote on your ITB due Thursday, March 30, 2023 and has done so on the attached required paperwork.

Our contact information for all things bid and contract related, as well as the information for your local branch, is also attached.

If any bid tabulations/ results are sent out – please use this information for us, and whichever method you prefer. We have also included a self-addressed stamped envelope if you prefer to mail a copy.

Thank you,

Stacy Ziegler

Municipal Specialists
Univar Solutions USA Inc.
muniteam-west@univarsolutions.com
www.univarsolutions.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing.

Univar Solutions USA, Inc.
6049 Old 41A Hwy
Tampa, FL 33619

UnivarSolutions
Innovate. Grow. Together.

GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

Monday – Friday 8:00 am – 5:00 pm

In case of an emergency during non-business hours:

For Non-Chemical Emergencies:

After-hours emergency phone – 24- hour response:

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

Names, telephone/FAX numbers of those responsible for taking orders and initiating delivery:

Office Phone: 813-677-8416

Office Fax: 813-672-4676

Customer Service/Order Desk custsolsatlantic@univarsolutions.com

Branch Operations Manager Damon Blue – damon.blue@univarsolutions.com

Freddie Franks – Freddie.franks@univarsolutions.com

Office Phone: 813-677-0497

For anything pertaining to bids:

Please send all bid packets/documents to:
(Unless otherwise specified)

Univar Solutions USA, Inc.
Attn: Muni Team
8201 South 212th Street
Kent, WA 98032

Contacts: muniteam-west@univarsolutions.com

Stacy Ziegler
Municial Specialist
Phone: (253) 872-5023
Fax: (253) 872-5041
stacy.ziegler@univarsolutions.com

Roise Holiday
Municipal Specialist
(253) 872-5068
(253) 872-5041
roise.holiday@univarsolutions.com

Jennifer Perras
Municipal Specialist
(253) 872-5040
(253) 872-5041
jennifer.perras@univarsolutions.com

Remittance Address:

Univar Solutions USA, Inc.
62190 Collections Center Drive
Chicago, IL 60693-0621

Standard Payment Terms:

Net 30 Days

UnivarSolutions
Innovate. Grow. Together.

CERTIFICATE OF ASSISTANT SECRETARY

I, Julie Halperin, hereby certify that:

1. I am the duly elected, qualified and acting Assistant Secretary of Univar Solutions USA Inc., a Washington corporation (the "Company"), and am a custodian of the corporate records of the Company and am familiar with the matters herein certified.

2. The below list of persons are authorized to execute, for and on behalf of the Company, written municipal bids or municipal proposals for the sale of other disposition of products up to $2.5 million handled by the Company.

Shawnasey McCarthy- Municipal Commercial Manager
Victoria Meakim - Municipal Specialist
Roise Holiday- Municipal Specialist
Jennifer Perras - Municipal Specialist
Shelley Stevens - Municipal Specialist
Stacy Ziegler- Municipal Specialist
Raven Claudio - Municipal Specialist
Ileana Caballero – Municipal Specialist

IN WITENESS WHEREOF, I have executed this Certificate of Assistant Secretary of the Company this 14th day of February 2023.

Julie Halperin, Assistant Secretary

State of Illinois)
)
County of DuPage)

This Certificate of Secretary was signed and sworn to before me on this 14th day of February 2023 by Julie Halperin, Assistant Secretary of Univar Solutions USA Inc.

Seal

SANEMA GORODETSKY
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
July 25, 2026

Sanema Gorodetsky
Notary Public
My commission expires July 25, 2026

UnivarSolutions

Mission Statement

Univar sets out to be the preferred quality partner for the distribution of chemicals and services. We combine economic success with social and environmental responsibility.

Vision Statement

Be the benchmark of excellence.

Quality Policy

Univar Solutions USA Inc. is committed to the success of our customers and supplier/partners by providing value-added products and services that consistently meet requirements. In the spirit of innovation, management encourages full employee participation in the continuous review and improvement of Univar's business process and its total quality process.

Statement of Core Values

- *Safety: Safety is the first priority, the most important aspect of our work.*
- *Continuous Improvement: We will improve results for all our stakeholders by doing the right things better every time.*
- *Employees: We respect and value every employee and are committed to support and develop each other personally and professionally.*
- *Environment: We are committed to protecting the health and well being of our employees, our customers, the community and the environment.*
- *Ethics: We treat every individual in our business and personal practices ethically with integrity and honesty.*
- *Leadership: Each of us strives to lead and motivate by example and consistently live up to these core values. We coach, train, develop and empower employees to reach their full potential.*

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/31/2022

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

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

PRODUCER
Aon Risk Services Central, Inc.
Philadelphia PA Office
100 North 18th Street
15th Floor
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** 800-363-0105
E-MAIL ADDRESS:

INSURED
Univar Solutions USA Inc.
3075 Highland Parkway
Suite 200
Downers Grove IL 60515 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	ACE Fire Underwriters Insurance Co.	20702
INSURER C:	Indemnity Insurance Co of North America	43575
INSURER D:	Illinois Union Insurance Company	27960
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570093377465 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			XSLG47304775 SIR applies per policy terms & conditions	06/01/2022	06/01/2023	EACH OCCURRENCE	$3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$3,000,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	$3,000,000
							GENERAL AGGREGATE	$3,000,000
							PRODUCTS - COMP/OP AGG	$3,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H10699058 Commercial Auto	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION			XCEG27380566009 SIR applies per policy terms & conditions	06/01/2022	06/01/2023	EACH OCCURRENCE	$4,000,000
							AGGREGATE	$4,000,000
C A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLRC70303085 AOS WLRC70303048 MA	06/01/2022 06/01/2022	06/01/2023 06/01/2023	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

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

CERTIFICATE HOLDER

Univar Solutions, USA, Inc.
3075 Highland Parkway
Suite 200
Downers Grove IL 60515 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570093377465

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AGENCY CUSTOMER ID: 570000014538
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Univar Solutions USA Inc.
POLICY NUMBER: See Certificate Number: 570093377465	
CARRIER: See Certificate Number: 570093377465 / NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
A				MMT H10699125 Truckers Liability	06/01/2022	06/01/2023	Combined Single Limi	$5,000,000
	WORKERS COMPENSATION							
B		N/A		SCFC70302962 WI	06/01/2022	06/01/2023		
A		N/A		WCUC70303000 Excess WC--CA OH OR,WA SIR applies per policy terms & conditions	06/01/2022	06/01/2023		

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ADDENDUM NO. 1

BID NO. 2023-006
FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT

March 23, 2023

TO ALL BIDDERS:

Please incorporate the following information/clarifications, changes, additions, and/or deletions into the bid packet for the above referenced project:

QUESTIONS AND CLARIFICATIONS:

1. Would Margate be willing to review anything less than a three-year firm price?

   The City of Margate bids for a one (1) year Agreement and the Agreement shall have the option to renew for four (4) additional one (1) year extensions.

   REMOVE: PAGE 20

   REPLACE: PAGE 20a

   REMOVE: PAGE 23

   REPLACE: PAGE 23a

This addendum consists of four (4) pages.

There are no other changes at this time.

Wylene Sprouse NIGP-CPP, CPPB

Wylene Sprouse NIGP-CPP, CPPB
Purchasing Supervisor
3/23/2023

Please sign and return the acknowledgment page of this addendum by email or by fax. The original acknowledgement page is to be included with your qualifications submission.

ACKNOWLEDGEMENT FORM

ADDENDUM NO. 1

BID NO. 2023-006
FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT

I acknowledge receipt of Addendum No. 1 for BID No. 2023-006, Furnish and Deliver Sodium Hydroxide 50% by Weight. This addendum contains four (4) pages. Please include the original of this form in your qualifications submission.

Company Name: Univar Solutions USA, Inc.

Address: 8201 S. 212th St., Kent, WA 98032

Name of Signer Stacy Ziegler
(please print)

Signature: Stacy Z

Date: 3/27/2023

Telephone: (253) 872-5023

Facsimile: (253) 872-5041

Please fax your completed form to (954) 935-5258 or e-mail to purchase@margatefl.com.

Wylene Sprouse NIGP-CPP, CPPB

Wylene Sprouse NIGP-CPP, CPPB
Purchasing Supervisor
03/23/2023

NOTE: The original of this form must be included with your BID submission.

73. **AGREEMENT RENEWAL:** The City of Margate hereby bids for a one (1) year Agreement for services or supplies (unless otherwise indicated in the bid specifications), and the Agreement shall have the option to renew for four (4) additional one (1) year extensions, providing both parties agree, providing all terms and conditions and specifications remain the same, providing for availability of funding.

74. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from the General Conditions shall have precedence.

75. **WORKING HOURS AND INSPECTIONS:** The City of Margate's working hours are Monday through Friday 8 A.M. – 6 P.M. Contractor must plan for and schedule inspections within the City's working hours. Contractor can perform Work Monday – Saturday from Dawn to Dusk. Work on Sunday is not permitted unless a special request is made to the City 48 hours in advance. All requests must be approved by the City Manager.

76. **NO WAIVER:** No waiver of any provision, covenant, or condition within this agreement or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.

77. **WAIVER:** No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

78. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, including all Agreement Documents, and there are no other promises; representations, or warranties affecting it.

79. **REGULATIONS:** All applicable laws and regulations of the Federal Government, State of Florida, Broward County, and Ordinances of the City of Margate will apply to any resulting award of Agreement.

80. **PUBLIC RECORDS:** The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

    a. Keep and maintain public records required by the City of Margate to perform the service.

    b. Upon request from the City of Margate's custodian of public records, provide the City of Margate 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 this chapter 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 for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City of Margate.

    d Upon completion of the Agreement, transfer, at no cost, to the City of Margate all public records in possession of the Contractor or keep and maintain public records required by the City of Margate to perform the service. If the Contractor transfers all public records to the City of Margate upon completion of the Agreement, the Contractor shall

SPECIAL CONDITIONS

BID NO.2023-006
FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT

The City of Margate will accept sealed proposals to provide all materials, labor, supplies, equipment, and transportation to FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT, less than truckload and truckload deliveries, for the Department of Environmental and Engineering Services, located at 6630 NW 9 Street, Margate, FL 33063 and the participating members of the Cooperative.

The City of Margate hereby bids for a one (1) year contract for services or supplies (unless otherwise indicated in the bid specifications), and the Agreement shall have the option to renew for four (4) additional one (1) year extensions, providing both parties agree, providing all terms, conditions and specifications remain the same, providing for availability of funding.

The City will issue a notification of intent to renew 90 days prior to the expiration of the initial Agreement. Contractor shall respond within fourteen (14) calendar days from date of notice.

Deliveries shall be made Monday through Friday, between the hours of 7:00 AM and 4:00 PM within seven (7) days of order placement. Materials are to be delivered to 6630 NW 9th Street, Margate, FL 33063. The City of Margate has an above ground tank for the storage of this commodity. Deliveries will be pumped into a tank equipped with a 2" polypropylene Cam lock fitting. The City uses approximately 14,000 gallons annually of Sodium Hydroxide. Tank size is 6,000 gallons. The average ordering amount is 3,500 gallons. There are no other special instructions.

Less than truckload deliveries are amounts less than 3,500 gallons. Truckload deliveries are for amounts 3,500 gallons and greater.

The Sodium Hydroxide must be certified to ANSI/NSF Standard 60 for use in drinking water.

The co-op members will advise as to their particular requirements (see pages 25-31).

The delivery time for Sodium Hydroxide is to be seven (7) calendar days from order placement by City.

A blanket purchase order will be issued to the contractor with orders being called in on an "as needed basis". Invoicing shall be upon each shipment based on unit price awarded. The invoice shall indicate purchase order number, unit price, extensions, total billed, and any allowable cash discounts.

All prices bid shall be FOB Delivered to a specific City of Margate or participating cooperative agency address.

Bids will be considered only from manufacturers or their authorized distributors. The authorized distributor must regularly maintain a substantial stock of materials bid upon and must be actively engaged in the sale of the bid commodity. Such stock and facilities may be examined by a representative of the City at any time either before an award is made or during the term of the Agreement.

CITY OF MARGATE

FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT BID 2023-006

BID BOND REQUIRED: N/A

BID OPENING DATE: THURSDAY, MARCH 30, 2023

BID OPENING TIME: 11:00 AM

ALL PROPOSALS MUST BE RECEIVED BY THE PURCHASING DIVISION PRIOR TO THE DATE AND TIME SPECIFIED ABOVE

TABLE OF CONTENTS

PART I – GENERAL CONDITIONS	PAGE NO.
BASIC DEFINITIONS	3 – 4
NOTICE INVITING BIDS	5
INSTRUCTIONS TO BIDDERS	6 – 22
SPECIAL CONDITIONS	23 – 31
BID PROPOSAL FORM	32 – 33
SCHEDULE OF BID PRICES	34
BIDDER'S GENERAL INFORMATION	35 - 36
BID BOND	N/A
REFERENCE SHEET	37
COMPLIANCE WITH OSHA	38
STATEMENT OF NO BID	39
DRUG FREE WORKPLACE FORM	40
NON-COLLUSIVE AFFIDAVIT FORM	41 – 42
SCRUTINIZED COMPANIES CERTIFICATION	43
OFFEROR'S QUALIFICATION FORM	44 – 48
E-VERIFY FORM	49
SAMPLE INSURANCE FORM	ATTACHMENT A

1.1 BASIC DEFINITIONS

Whenever used in these Bid Specifications or in an ensuing agreement, the following terms have the meanings indicated which are applicable to both singular and plural:

1.1.1 AGREEMENT – The written agreement between the City and Contractor covering the Work to be performed including other documents that are attached to the Agreement or made a part thereof.

1.1.2 CHANGE ORDER – A document which is signed by Contractor and City and authorizes an addition, deletion or revision in the Work within the general scope of this Agreement, or an adjustment in the Contract Price or the Contract Time, issued on or after the effective date of the Agreement.

1.1.3 CITY – The City Commission of the City of Margate, Florida with whom the Contractor has entered into an Agreement and for whom the Work is to be provided.

1.1.4 CONTRACTOR - A person or company that undertakes a contract to provide materials or labor to perform a service or do a job.

1.1.5 BID DOCUMENTS – The bid documents consist of the General and Special Conditions, Technical (Drawings, Plans and Specifications), Non-Collusion Affidavit, Scrutinized Companies Certification, Contract, Notice of Award, Certificate of Insurance, Bonds and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements, Change Orders and Work Directive Changes issued on or after the effective date of the Contract.

1.1.6 DEFECTIVE – An adjective which when modifying the Work refers to the Work that is unsatisfactory, faulty or deficient, or does not conform to the Bid Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Bid Documents, or has been damaged prior to final payment.

1.1.7 DRAWINGS – The drawings which show the character and scope of the Work to be performed and which are referred to in the Bid Documents.

1.1.8 EFFECTIVE DATE OF THE AGREEMENT – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver or upon receipt of a signed purchase order by the Contractor.

1.1.9 ARCHITECT – N.A.

1.1.10 FIELD ORDER – A written order issued by the City or City's Representative which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Time.

1.1.11 NOTICE TO PROCEED – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run, and on which the Contractor shall start to perform the Contractor's obligations under the Bid Documents.

1.1.12 PROJECT – The total construction for which the Contractor is responsible under this Agreement, including all labor, materials, equipment and transportation used or incorporated in such construction or for the completion of the project and delivery.

1.1.13 SPECIFICATIONS – Those portions of the Bid Documents consisting of written descriptions of materials, equipment, construction systems, standards, and Workmanship as applied to the Work and certain administrative details applicable thereto.

1.1.14 SUBCONTRACTOR – An individual, firm, or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the Work.

1.1.15 SUPPLIER – A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.1.16 WORK – Work is a result of performing services, specifically, including but not limited to construction, labor furnished, soil borings, equipment and materials used or incorporated in the construction of the entire project as required by the Bid Documents.

1.1.17 WORK CHANGE DIRECTIVE – A written directive to Contractor issued on or after the effective date of the Agreement and signed by City ordering an addition, deletion, or revision in the Work. A Work Change Directive shall not change the Contract Price or Time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Time.

1.1.18 WRITTEN AMENDMENT – A written amendment of the Bid Documents, signed by City or Contractor on or after the Effective Date of the Agreement and normally dealing with the non-architectural, or non-technical aspects rather than strictly Work related aspects of the Bid Documents.

NOTICE INVITING BIDS

SUBMITTING PROPOSALS: Sealed bids will be accepted in the Purchasing Division Office, 5790 Margate Boulevard, Margate, FL 33063 until 11:00 A.M., Thursday March 30, 2023 for a completed project to **Furnish and Deliver Sodium Hydroxide 50% by Weight.**

All bids received will be publicly opened at the close of bidding in the Commission Chambers of City Hall. Bid prices will not be read aloud, only the names of the Bidders will be disclosed. All bidders or their representatives are invited to be present.

It will be the sole responsibility of the bidders to deliver its proposal to the Purchasing Division on or before the date and time specified. Bids received after the specified date and time will not be considered, and will be returned unopened to the bidder.

NO FAXED OR ELECTRONICALLY TRANSMITTED BIDS WILL BE ACCEPTED. One original copy and one electronic version (on a USB drive) shall be submitted in a sealed envelope and plainly marked on the outside of the envelope; the bidder's name and address followed by **"SEALED BID FOR Bid No.2023-006, FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT"** address where bid is to be delivered or mailed to, and the date and time of the bid opening.

Bids must be submitted on the Bid Proposal Form(s) provided herein. Failure to do so will be cause for bid to be rejected. Proposals having an erasure or correction must be initialed by the bidder in ink. Bids shall be signed in ink; all quotations shall be typewritten and filled in with pen and ink.

COMPLETION OF WORK: See Special Conditions.

The Bidder shall guarantee the total bid price for a period of 90 days from the date of bid opening.

PROJECT ADMINISTRATION: All technical questions relative to the Work shall be directed to

Mr. Wendell Wheeler
Plant Manager
6630NW 9th Street
Margate, FL 33063
(954) 972-0828

The City of Margate reserves the right to waive informalities and/or irregularities in any bid and further reserves the right to reject any and all bids and to take any other action that may be deemed necessary in its best interest.

Wylene Sprouse, NIGP-CPP, CPPB
Purchasing Supervisor

GENERAL CONDITIONS

INSTRUCTIONS TO BIDDERS

1. **DEFINED TERMS:** Terms used in these Instructions to Bidders and the Notice Inviting Bids which are defined in the General Conditions, have the meaning assigned to them in the General Conditions. The term "bidder" means one who submits a bid directly to City, as distinguished from a sub-bidder, who submits a bid to a bidder.

2. **COMPETENCY OF BIDDER:** In selecting the bid which best meets the interests of the City, consideration will be given not only to the financial standing, but also to the general competency of the bidder for the performance of the Work covered by the bid. To this end, each bid shall be supported by a statement of the bidder's experience as of recent date on the form entitled **"Reference Sheet"** herein. A "NO BID" for the Work will be accepted from a contractor who does not hold a valid contractor's license in the State and County where the Work is to be performed (if required by State or County) applicable to the type of Work bid upon at the time of opening bids.

3. **DISQUALIFICATION OF BIDDER:** More than one bid from an individual firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes that any bidder is interested in more than one bid for the Work contemplated, all bids in which such bidder is interested will be rejected. If the City has reason to believe that collusion exists among the bidders, all bids will be rejected.

4. **BIDDER'S EXAMINATION OF BID DOCUMENTS AND SITE:**

   4.1 It is the responsibility of each bidder before submitting a bid, to:

   (a) Examine the Bid Documents thoroughly,
   (b) Visit the site to become familiar with local conditions that may affect cost, progress, or performance of Work,
   (c) Consider federal, state, and local laws and regulations that may affect cost, progress, or performance of Work,
   (d) Study and carefully correlate the bidder's observations with the Bid Documents, and,
   (e) Notify the City or the City's Representative of all conflicts, errors, or discrepancies in the Bid Documents.

   4.2 The submission of a Bid will constitute an incontrovertible representation by the bidder that the bidder has complied with every requirement of "Bidders Examination of Bid Documents and Site" contained herein, that without exception the bid is premised upon performing the Work required by the Bid Documents and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. **INTERPRETATIONS:** All questions about the meaning or intent of the Bid Documents are to be directed to the City or the City's Representative in writing. Interpretations or clarifications considered necessary in response to such questions will be issued by written Addenda to all parties recorded by the City or the City's Representative as having received the Bid Documents. Questions received less than 7 business days prior to the date for opening of bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Contractor's responsibility to contact the City prior to the bid opening to determine if any addenda have been issued on the project.

6. **BID SECURITY, BONDS: (IF REQUIRED)** Each bid shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the Bid Documents. Said check or bond shall be made payable to the City and shall be given as guarantee that the bidder, if awarded the bid will enter into an Agreement with the City, and shall furnish the necessary insurance certificates, payment and performance Bonds (**IF REQUIRED)**, each of said bonds to be in the amount stated in the Agreement. In case of refusal or failure by bidder to enter into an Agreement, the check or bid bond shall be forfeited to the City. If the bidder elected to furnish a bid bond as its bid security, the bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form.

7. **RETURN OF BID SECURITY:** Within 14 business days after award of the bid or Agreement, the City will return the bid securities for the bids not considered in making the award. All other bid securities will be held until the Agreement has been fully executed. They will then be returned to the respective bidders whose bids they accompany.

8. **BID FORM:** The bid shall be made on copies of the bidding schedule bound herein.

9. **SUBMISSION OF BIDS:** Refer to **NOTICE INVITING BIDS.**

10. **DISCREPANCIES IN BIDS:** In the event there is more than one bid item in a bidding schedule, the bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the bid non-responsive and may cause its rejection. In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the Contractor shall be bound by said correction. In the event there is more than one bid item in the bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Contractor shall be bound by said correction.

11. **QUANTITIES OF WORK:** The quantities of Work or materials stated in unit price items of the bid are supplied only to give an indication of the general scope of the Work; the City does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the amount of any unit price item of the Work by an amount up to and including 25 percent of any bid item, without a change in the unit price, and shall include the right to delete any bid item in its entirety, or to add additional bid items up to and including and aggregate total amount not to exceed 25 percent of the Agreement Price.

12. **WITHDRAWAL OF BID:** The bid may be withdrawn by the bidder by means of a written request, signed by the bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the **NOTICE INVITING BIDS** for receipt of bids prior to the scheduled closing time for receipt of bids.

13. **MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS:** Unauthorized conditions, limitations, or provisos attached to the bid will render it informal and may cause its rejection as being non-responsive. The completed bid forms shall be without interlineations, alterations, or erasure in the printed text. Alternative bids will not be considered unless called for. An oral, telegraphic, telephonic, faxed or electronically transmitted bid or modification will not be considered.

14. **OR EQUAL: (Unless otherwise specified in the Bid Documents)** Manufacturer's name, brand name and model number are used in these specifications for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design required and is in no way intended to prohibit the bidding of other manufacturer's items of equal material. Equal may be bid providing units bid are equal to or exceed the quality, standards of performance, design, etc. to the item specified.

Where equal is bid, proposals must be accompanied with factory information sheets (specifications, brochures, etc.) of unit bid as equal. The City shall be the sole judge of equality and our decision will be final in the City's best interest.

Any equipment delivered under this proposal will be new, the manufacturer's latest model, and carry the standard factory warranty.

15. **AWARD OF BID:** Award of a bid, if it be awarded, will be made to the bid which is deemed to be in the best interest of the City of Margate as determined in the sole discretion of the City. Unless otherwise specified, any such award will be made within the period stated in the **NOTICE INVITING BIDS** that the bids are to remain open. Unless otherwise indicated, a single award will be made for all the bid items in an individual bidding schedule. In the event the Work is contained in more than one bidding schedule, the City may award schedules individually or in combination. In the case of two (2) bidding schedules which are alternative to each other, only one (1) of such alternative schedule will be awarded. The City reserves the right to accept or reject any or all bids/parts of bids, to waive informalities in any bid, or to take any other action that is deemed to be in the best interest of the City.

16. **EXECUTION OF AGREEMENT:** The bidder to whom award is made shall execute a written agreement on the form of agreement provided, or by accepting City's purchase order and shall secure and furnish all bonds required by the Bid Documents within ten (10) calendar days after receipt of the agreement forms or purchase order from the City. Failure or refusal to enter into an agreement or accept City's purchase order as herein provided or to conform to any stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid Security. The sample Agreement, **if required**, as attached to this bid document is in substantially executable form. City does not intend to allow or accept modifications to the general format. If the bidder who has been awarded the bid pursuant to Paragraph 15 refuses or fails to execute the Agreement, the City may award the Agreement to whichever bidder it determines next best serves its interest. On the failure or refusal of such second or third bidder (who was awarded the Agreement) to execute the Agreement, each such bidder's bid security shall be likewise forfeited to the City.

17. **SITE INSPECTION:** Bidder is responsible for a site inspection and final determination of all materials, labor, and equipment required in its proposal. Contractor will obtain complete data at the site and inspect surfaces that are to receive his/her Work. Before proceeding with Work, Contractor will be solely responsible for accuracy of measurements and laying out of Work; and will correct errors or defects due to faulty measurements taken, information obtained, layout, or due to failure to report discrepancies.

18. **GOVERNMENT RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material/quality, Workmanship, or performance of the items/services offered on the bid prior to delivery/performance, it shall be the responsibility of the successful bidder to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustment occasioned hereby, or to cancel the Agreement at no further expense to the City.

19. **PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** Pursuant to the requirements of s. 287.133 (2)(a), Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

20. **DISCRIMINATORY VENDOR LIST:** Pursuant to the requirements of s. 287.134 (2)(a) , Florida Statutes, "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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."

21. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered, as a result of this bid.

22. **TAXES:** The City is exempt from all Federal and State taxes. Contractor shall pay all sales, consumer, use and other similar taxes required, to be paid by the Contractor in accordance with the laws and regulations of the State of Florida and its political subdivisions. Contractor is responsible for reviewing the pertinent State Statutes involving such taxes and complying with all requirements.

23. **STANDARDS OF SAFETY:** The Bidder warrants that the product(s) and services supplied to the City conform in all respects to the standards set forth in the Occupational Safety and Health Act and its amendments and to any industry standards if applicable. Bid Proposal must be accompanied by Safety Data Sheet(s). (See attachment – Compliance with Occupational Safety and Health Act)

    The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to; (1) employees on the Work site and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at or adjacent to the site.

    The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury, or loss.

    Roadways have school crossing areas that are active before 8:30 A.M. and after 2:00 P.M. Contractor shall keep all crosswalk areas clear during periods when school children are present. All sidewalks shall be kept clear of any excess debris and shall not be barricaded or taped off during nights and weekends.

    Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury, or loss to all employees on the Work site and other persons and organizations who may be affected thereby; all the Work and materials and equipment to be incorporated therein, whether in storage on or off site; and other property at the site or adjacent thereto.

24. **NO BID:** Refer to "STATEMENT OF NO BID" form incorporated into the bid proposal document.

25. **SILENCE OF SPECIFICATIONS:** The apparent silence of this specification and any supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All Workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.

26. **CITY PERMITS:**
    The Contractor shall be required to obtain all necessary permits from the City Engineering and/or Building Departments. If the schedule of Bid Prices does not include a permit allowance line item,

permit fees should be included in your bid proposal. All permit applications shall be made using the City's online permitting system **ePermitting-ProjectDox** and can be obtained from the City's website at www.margatefl.com under **BUILDING DEPARTMENT** for City Building permits and under **ENVIRONMENTAL AND ENGINEERING SERVICES DEPARTMENT** for City Engineering permits. City Building permit fees are NOT waived and the cost should be included in the bid. Non-City permit fees (County and other regulatory agencies) are not waived and shall be included in the bid. City Engineering permits will not have a fee. Any questions regarding the requirements to obtain a permit from the City of Margate Building Department should be directed to (954) 970-3004. All City Engineering permits questions should be directed to DEES Department at (954) 972-0828.

27. **NOTICE TO PROCEED: The Contractor shall commence Work within ten (10) calendar days after receipt** of Notice to Proceed or Purchase Order from the City unless otherwise stated.

28. **LIABILITY INSURANCE:** The bidder will assume the full duty, obligation, and expense of obtaining all insurance required. The City shall be **additional insured** under all policies required by this proposal and Contractor shall be required to provide all necessary endorsements to the City of Margate. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder or its agents or any person the bidder has designated in the completion of its contract as a result of the bid. The successful bidder shall furnish to the Purchasing Division, City of Margate, 5790 Margate Blvd., Margate, Florida 33063 original certificates of insurance which indicate that the insurance coverage has been obtained or otherwise secured in a manner satisfactory to the City in an amount equal to 100% of the requirements provided herein and shall be presented to City prior to issuance of any Agreement(s) or award(s) document(s) which meets the requirements as outlined on sample certificate. Additionally, any subcontractor hired by the Contractor for this project shall provide insurance coverage as stated herein. City shall not be responsible for purchasing and maintaining any insurance to protect the interests of Contractor, subcontractors or others on the Work site. City specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.

29. **IDENTICAL TIE BIDS**: Refer to the **Drug Free Workplace Program Form** attachment for information on how tie bids will be handled.

30. **CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all proposers must disclose if any City employee or elected official is also an owner, corporate officer, or employee of their business. If such a relationship(s) exist, the Proposer must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.

31. **FORCE MAJEURE:** Seller's failure to make, or buyer's failure to take, any delivery or deliveries when due, if caused by Force Majeure as hereinafter defined, shall not constitute a default hereunder nor subject the party so failing to any liability to the other, provided however, the party affected by such Force Majeure shall promptly notify the other of the existence thereof and its expected duration and the estimated effect thereof upon its ability obligations hereunder.

    Such party shall promptly notify the other party when such Force Majeure circumstances have ceased to affect its ability to perform its obligations hereunder. The quantity to be delivered hereunder shall be reduced to the extent of the deliveries omitted for such cause or causes, unless both parties agree that the total quantity delivered hereunder remain unchanged. As used herein, the term Force Majeure shall mean and include an ACT OF GOD or the public enemy, accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lockouts, labor troubles, riots, sabotage, embargo, war (whether or not declared and whether or not the United States is a participant) Federal, State, or Municipal Law, regulation, order, license, priority, seizure, requisition, or allocation, failure to delay from transportation, shortage of or inability to obtain supplies, equipment, fuel, labor, or any other circumstances of a similar or different nature beyond the reasonable control of the party so failing.

31.01 COVID-19 PANDEMIC OR OTHER PANDEMICS

31.01.1 Contractor acknowledges that at the time of execution of this Agreement, there is an ongoing, worldwide pandemic related to COVID-19. This pandemic has resulted in certain restrictions on commerce and has resulted in certain delays or shortages in labor, production and supply of construction labor, materials and or equipment. Contractor represents that in arriving at its contract price and contract time, Contractor has considered present COVID-19 pandemic related impacts, including but not limited to; labor shortages, reduced productivity, government regulations, government shut downs, labor price increases, material and or equipment shortages, material and or equipment delivery delays, material and or equipment availability and material and or equipment price increases. Contractor further agrees that Contractor shall not be entitled to any additional money or time as a result of the present effects due to the COVID-19 pandemic except as otherwise set forth within this Section 31.01. Notwithstanding the above, Contractor has given City a Schedule of Values for materials when it submitted its response to the RFP and should the costs of the items in the Schedule of Values increase as a direct result of COVID-19 by more than eight percent (8%) of the amount set forth in the Schedule of Values submitted with the Contractor's response to the RFP then the Contract Price shall be adjusted to account for the difference in price. Contractor shall be responsible for providing City written proof that the increase in materials is directly due to COVID-19.

31.01.2 Contractor shall have in place a COVID-19 mitigation plan to protect employees and to reduce the impact and spread of COVID-19 at the Project. This includes, but is not limited to, performing Work while socially distanced, requiring the wearing of masks while working, regularly sanitizing high touch areas, and providing appropriate sanitizing stations throughout the Project site.

31.01.3 Should there be any change in government COVID-19 regulations by any government or agency with jurisdiction over this Project that impose new regulations applicable to the Project that are not in existence at the time of execution of this Agreement, Contractor shall be entitled to additional time, but not additional money, but only to the extent that Contractor can establish that the change in government COVID-19 regulations impacted the critical path of this Project. If such new applicable government COVID-19 regulations cause Contractor to incur actual documented hard expenses that cumulatively total over Ten Thousand Dollars ($10,000.00) then Contractor shall be reimbursed by the City for such documented hard expenses in excess of Ten Thousand Dollars ($10,000.00). If the cumulative costs Contractor incurs as a result of these changes in government COVID-19 regulations are less than Ten Thousand Dollars ($10,000.00) then Contractor shall not be entitled to any additional money. Entitlement to additional time shall not apply if there are concurrent Project delays for which Contractor is responsible.

31.01.4 In the event of a complete Project shutdown by any government or agency with jurisdiction over this Project related to COVID-19, Contractor shall, within seventy-two hours of the shutdown, provide the City with a written, detailed proposed plan for the City's written approval, of which employees (if any) shall remain during the shutdown, which shall be removed from the Project, what demobilization costs must be incurred, and what ongoing general requirements costs must be incurred. Said plan shall also identify all costs that can be mitigated during the time of the COVID-19 shutdown. Contractor shall not be compensated for demobilization costs but shall be compensated for documented remobilization costs. Contractor shall be paid for the reduced general requirements costs and the employees that remain during the shutdown in accordance with the agreed upon plan. Contractor shall be entitled to additional time, but not additional money for time impacts, but

only to the extent that Contractor can establish that the Project shutdown impacted the critical path of this Project. Entitlement to additional time shall not apply if there are concurrent Project delays for which Contractor is responsible.

31.01.5 Should any employees (including but not limited to Contractor and subcontractor and supplier employees) working on the Project test positive for COVID-19, Contractor shall promptly remove those employees and all with whom they had contact, from the site for the required quarantine period. Said employees shall not be permitted back on site until they have had two (2) negative test results or otherwise comply with the then current and applicable CDC recommendations. During this time, Contractor shall endeavor to bring in replacement employees (at no additional costs to the City) to mitigate the impacts to the Project schedule. Should the reduction in labor result in delays to the critical path of the Project schedule, Contractor shall be entitled to additional time, but not additional money, but only to the extent that Contractor can establish that reduction in labor impacted the critical path of this Project. Entitlement to additional time shall not apply if there are concurrent Project delays for which Contractor is responsible.

31.01.6 The City and Contractor shall work together at no additional cost to the other, to mitigate all future COVID-19 price impacts and/or delays, including but not limited to supplementing labor due to labor shortages, reducing labor and/or overhead if applicable to mitigate daily losses, and exploring alternative selections to materials that may not be delayed or subject to price increases. No changes in materials shall be permitted unless approved in writing via a Change Order by the City, properly executed in accordance with the Contract Documents.

32. WARRANTIES:

Warranty of Title:

The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided hereunder and there are no pending liens, claims or encumbrances whatsoever against said equipment and materials.

Warranty of Specifications:

The Contractor warrants that all equipment, materials, and Workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a Workmanlike manner.

Warranty of Merchantability:

Contractor warrants that any and all equipment to be supplied pursuant to the Agreement is merchantable, free from defects, whether patent or latent in material or Workmanship and fit for the ordinary purposes for which it is intended. Offeror shall confer to the City all warranties offered by manufacturers.

Warranty of Material and Workmanship:

Successful Offeror warrants all material and Workmanship for a minimum of one (1) year from date of completion and acceptance by Owner. If within one (1) year after acceptance by Owner, or within such larger period of time as may be prescribed by law, any of the Work is found to be defective or not in accordance with the bid/contract documents, successful Offeror shall promptly, after receipt of written notice from Owner to do so, correct the Work unless Owner has previously given successful Offeror a written acceptance of such condition. This obligation shall survive termination of the Agreement.

Warranty of Fitness for a Particular Purpose:

Successful Offeror warrants the equipment shall be fit for, and sufficient for, the purpose(s) intended and outlined within this bid/proposal package. Successful Offeror understands and agrees that Owner is purchasing the equipment in reliance upon the skill of the successful Offeror in furnishing the equipment suitable for the purpose stated.

If the equipment cannot be used in the manner stated in the bid/proposal, then Owner, at its sole discretion, may return the equipment to successful Offeror for a full refund of any and all moneys paid for the equipment.

33. CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in the current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

34. PRESENCE OF ASBESTOS MATERIALS: If in the course of Work, the Contractor encounters any existing materials which she/he suspects contain asbestos, the Contractor will stop Work in that area immediately and notify the City.

35. INTENT: It is the intent of the Bid Documents to describe a functionally complete project in accordance with the plans and specifications. Any Work, materials, or equipment that may reasonably be inferred from the Bid Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws, or regulations in effect at the time of Agreement award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Bid Documents) shall be effective to change the duties and responsibilities of City, Contractor, or any of their consultants, agents or employees from those set forth in the Bid Documents.

36. CONFLICT, ERROR OR DISCREPANCY: If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Bid Documents, Contractor shall so report to City or City's Representative in writing at once, and shall obtain a written interpretation or clarification from City or City's Representative before proceeding with the Work affected thereby.

37. AMENDING AND SUPPLEMENTING BID DOCUMENTS: The Bid Documents may be amended, upon approval by the City, to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. Change Order;
2. Formal Written Amendment, or
3. Work Change Directive.

38. REPRESENTATION OF CONTRACTOR: Execution of the Agreement or acceptance of a purchase order by the Contractor is a representation that Contractor has visited the site and become familiar with the local conditions under which the Work is to be performed.

39. BEFORE COMMENCING OPERATIONS: Before undertaking each part of the Work, Contractor shall carefully study and compare the Bid Documents and check and verify pertinent figures shown thereon. Contractor shall promptly report in writing to City or City's Representative any conflict, error, or discrepancy, which Contractor may discover and shall obtain a written interpretation or clarification from City or City's Representative before proceeding with any Work affected thereby.

40. CONTRACTOR SERVICES AND RESPONSIBILITIES:

40.1 The Contractor shall assist the City or City's Representative in filing documents required to obtain necessary approvals of governmental authorities having jurisdiction over the project.

40.2 Materials: Unless otherwise specified herein, Contractor shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up and proper completion of the Work.

Contractor warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Bid Documents and that the Work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Bid Documents.

40.3 The Contractor shall keep the City and City's Representative (if applicable) informed of the progress and quality of the Work.

40.4 If requested in writing by the City, the Contractor, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Bid Documents and shall decide, subject to determination by the Architect or Engineer (if applicable), subject to demand for arbitration, claims, disputes and other matters in question relating to performance thereunder by both City and Contractor. Such interpretations and decisions shall be in writing, shall not be presumed to be correct, and shall be given such weight as the arbitrator(s) or the court shall determine.

40.5 The Contractor shall correct Work which does not conform to the Bid Documents.

40.6 Contractor shall comply with and give all notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to the performance of the Work. City shall not be responsible for monitoring Contractor's compliance with any laws and regulations. Contractor shall promptly notify City if the Bid Documents are observed by Contractor to be at variance therewith.

40.7 The Contractor shall pay royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the City harmless from loss on account thereof, except that the City shall be responsible for such loss when a particular design, process or product of a particular manufacturer is required by the City. However, if the Contractor has reason to believe the use of a required design process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly given to the City.

40.8 The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees and parties in privity of Agreement with the Contractor to perform a portion of the Work, including their agents and employees.

40.9 The Contractor shall prepare Change Orders for the City or City Representative's approval and execution in accordance with this Agreement and shall have authority to make minor changes in the design and construction consistent with the intent of this Agreement not involving an adjustment in the Agreement sum or an extension of the Agreement time. The Contractor shall promptly inform the City or City's Representative in writing, of minor changes in the design and construction.

40.10 The Contractor shall notify the City or City's Representative when the Work or an agreed upon portion thereof is substantially completed by issuing a Certificate of Substantial Completion which shall establish the Date of Substantial Completion; shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the Work and insurance; shall include a list of

items to be completed or corrected; and shall fix the time within which the Contractor shall complete items listed therein.

40.11 Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying Contractor's best skill, attention, and expertise. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of construction. Contractor shall be responsible to see that the finished Work complies accurately with the Bid Documents.

40.12 Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Agreement with Contractor. Nothing in the Bid Documents shall create any Contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Bid Documents for the benefit of City.

40.13 Contractor shall obtain and pay for all permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary.

41. **RISK OF LOSS: TITLE:** The risk of loss, injury, or destruction shall be on Contractor until acceptance of the Work by City. Title to the Work shall pass to City upon acceptance of the Work by City.

42. **ACCESS TO WORK:** Contractor shall provide City, City's consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the Work at reasonable times for their observation, inspection and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's site safety procedures and programs so that they may comply therewith.

43. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, save, and hold harmless the City of Margate, its officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorneys' fees, and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

44. **SURVIVAL OF OBLIGATIONS:** All representations, indemnification, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Bid Documents, shall survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

45. **CORRECTION AND REMOVAL OF DEFECTIVE WORK:** If required by City or City's Representative, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by City or City's Representative, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of architects, attorneys and other professionals) made necessary thereby.

46. **PAYMENT TO CONTRACTOR:** Providing all Work has been completed and accepted by the City within thirty (30) days of the City's receipt of a properly submitted and correct Application for Payment or Final Invoice, the City shall make payment to the Contractor.

The Contractor warrants that: (1) title to Work, materials and equipment covered by an Application for Payment or Final Invoice will pass to the City either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment will have been acquired by the Contractor, or any other person performing Work at the site or furnishing materials or equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

47. PAYMENT TO SUBCONTRACTORS: The City shall have no obligation to pay or to be responsible in any way for payment to a subcontractor of the Contractor except as may otherwise be required by law.

48. CITY'S RIGHT TO WITHHOLD PAYMENT: The City may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of: defective Work not remedied, claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor, failure of the Contractor to make payments to subcontractors or suppliers for materials or labor, damage to another contractor not remedied, liability for liquidated damages has been incurred by the Contractor, reasonable evidence that the Work cannot be completed for the unpaid balance of the Agreement sum, reasonable evidence that the Work will not be completed within the Agreement time or failure to carry out the Work in accordance with the Bid Documents.

When the above conditions are removed or resolved or the Contractor provides a surety bond or a consent of surety satisfactory to the City which will protect the City in the amount withheld, payment may be made in whole or in part.

All invoices or requests for payments must indicate the Project Name and Project Number or the Purchase Order Number.

49. HURRICANE PRECAUTIONS: During such periods of times that are designated by the United States Weather Bureau as a hurricane warning or alert; all construction materials or equipment will be secured against displacement by wind forces; provided that where a full complement of personnel is employed or otherwise in attendance, or engaged for such purposes, formal construction procedures or use of materials or equipment may continue allowing such reasonable time as may be necessary to secure such materials or equipment before winds of hurricane force are anticipated. Construction materials and equipment will be secured by guying and shoring, or removing or tying down loose materials, equipment, and construction sheds.

50. CHANGES IN THE WORK:

50.1 City, without invalidating an Agreement, may order additions, deletions, or revisions to the Work. Such additions, deletions, or revisions shall be authorized by a Written Amendment, Change Order, or Work Directive Change.

50.2 All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this project, increase the cost of the Work to City or which extend the time for completion, must be formally authorized and approved by the City's Commission prior to their issuance and before Work may begin.

Notwithstanding the above paragraph, Change Orders which individually or when cumulatively added to amounts authorized, pursuant to prior Change Orders for this project, increase the cost of the Work to the City not in excess of ten percent (10%) or $50,000 (whichever is less) may be approved by signed approval of the City Manager of the City of Margate.

No claim against City for extra Work in furtherance of such change order shall be allowed unless prior approval has been obtained.

50.3 Any claim for adjustment in the Agreement Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to City or City's Representative not later than three (3) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Agreement Price or an extension of the Agreement Time will be valid if not submitted in accordance with this paragraph.

51. CONCEALED CONDITIONS: By execution of this agreement, Contractor has satisfied itself as to all conditions necessary to fulfill this Agreement. No Agreeemnt adjustments shall be allowed for concealed conditions nor different site conditions than anticipated.

52. CORRECTION PERIOD:

52.1 Contractor warrants all material and Workmanship for a minimum of one (1) year from date of acceptance by the City. If within one (1) year after the date of final completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Bid Documents, any Work is found to be defective, whether observed before or after acceptance by City, Contractor shall promptly, without cost to City and in accordance with City's written instructions, either correct such defective Work, or, if it has been rejected by City, remove it from the site and replace it with Work that is not defective and satisfactorily correct, remove, and replace any damage to other Work or the Work of others resulting therefrom. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of architects, engineers, attorneys and other professionals) will be paid by Contractor.

52.2 Where defective Work (and damage to other Work resulting there from) has been corrected, removed or replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

53. WORK BY CITY OR CITY'S CONTRACTORS:

53.1 The City reserves the right to perform Work related to, but not part of, the project and to award separate Agreements in connection with other Work at the site. If the Contractor claims that delay or additional cost is involved because of such action by the City, the Contractor shall make such claims to the City or City's Representative in writing.

53.2 The Contractor shall afford the City's separate contractors reasonable opportunity for introduction and storage of their materials and equipment for execution of their Work. The Contractor shall incorporate and coordinate the Contractor's Work with Work of the City's separate contractors as required by the Bid Documents.

53.3 Costs caused by defective or ill-timed Work shall be borne by the party responsible.

54. CLAIMS FOR DAMAGES: Should either party to Agreement suffer injury or damage to person or property because of an act or omission of the other party, the other party's employees or agents, or another for whose acts the other party is legally liable; claim shall be made in writing to the other party within a reasonable time after such injury or damage is or should have been first observed.

55. SUCCESSORS AND ASSIGNS: This Agreement shall be binding on successors, assigns, and legal representatives of and persons in privity of Agreement with the City or Contractor. Neither party shall assign, sublet or transfer an interest in this Agreement without the written consent of the other.

56. **TERMINATION FOR CONVENIENCE OF CITY:** Upon thirty (30) days written notice to Contractor, City may, without cause and without prejudice to any other right or remedy, terminate the agreement for City's convenience whenever City determines that such termination is in the best interests of City. Where the agreement is terminated for the convenience of City, the notice of termination to Contractor must state that the Agreement is being terminated for the convenience of City under the termination clause, the effective date of the termination, and the extent of termination. Upon receipt of the notice of termination for convenience, Contractor shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement, and refrain from placing further orders and subcontracts. Contractor shall not be paid on account of loss of anticipated profits/revenues or other economic loss arising out of or resulting from such termination.

57. **COST BREAKDOWN REQUIRED IN THE EVENT OF CHANGE ORDER:** Whenever the cost of any Work is to be determined, Contractor will submit in form acceptable to City or City's Representative an itemized cost breakdown together with supporting data. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown.

58. **COMPUTATION OF TIME:** When any period of time is referred to in the Bid Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

59. **CONTRACTOR INDEPENDENT:** Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not agents or employees of City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association, or any other kind of joint undertaking or venture between the parties hereto.

60. **RIGHT TO AUDIT:** City reserves the right to audit the records of Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by City. If required by City, Contractor agrees to submit to an audit by an independent certified public accountant selected by City.

    Contractor shall allow City to inspect, examine, and review the records of Contractor, at any and all times during normal business hours during the term of the Agreement.

61. **VENUE AND GOVERNING LAW:** This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

62. **VALIDITY OF AGREEMENT:** Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal, or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

63. **WAIVER OF JURY TRIAL: THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE AGREEMENT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE MATTERS TO BE ACCOMPLISHED IN THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.**

64. **OTHER GOVERNMENTAL AGENCIES:** If Contractor is awarded an Agreement as a result of this bid proposal, Contractor will, if it has sufficient capacity or quantity available, provide to other governmental agencies, so requesting, the product or services awarded in accordance with the terms and conditions of the bid proposal and resulting Agreement. Prices shall be F.O.B. Delivered to the requesting agency.

65. **DISPUTES: NOTWITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS AGREEMENT, ANY DISPUTE ARISING UNDER THIS AGREEMENT WHICH IS NOT DISPOSED OF BY AGREEMENT, SHALL BE DECIDED BY THE CITY MANAGER, WHO SHALL REDUCE HIS/HER DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE CITY MANAGER AND THOSE PERSONS TO WHOM HE/HER DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.**

66. **SAMPLES:** Samples of items when requested must be supplied by the bidder free of charge to the City. Each sample must be marked with the bidder's name, manufacturer's brand name, and delivered by the bidder within seven (7) calendar days of the request. The City will not be responsible for the return of samples.

67. **TRAINING:** The successful bidder will be required (if requested) to conduct a training course on product bid for selected personnel at no extra cost to the City.

68. **DELIVERY:** All items delivered shall be F.O.B. Destination to a specific City of Margate address and all delivery costs and charges must be included in the bid price.

    All exceptions must be noted. Prior to the delivery of goods or performance of services on City property, the City must be notified. Contractor's personnel and vehicles must be clearly identified with the business name and/or logo, also any applicable license numbers, according to State, County, and City ordinances. In addition, Contractor's employees shall be uniformly dressed, i.e., t-shirt with name and/or logo, caps, etc.

69. **MATERIAL ACCEPTANCE:** The materials received under this proposal will remain the property of the bidder until accepted to the satisfaction of the City of Margate. In the event the materials supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to return the product to the bidder at the bidder's expense.

70. **EMERGENCY RESPONSE LOCATIONS:** When delivering to emergency response locations (Fire Stations, Police, Utilities, etc.) where utilities, fire, police, and emergency repair vehicles are being dispatched, the successful bidder shall take all steps to ensure that free egress and ingress of emergency vehicles are allowed. No delivery trucks shall be left unattended. In the event that a vehicle is to be left unattended, City personnel must be notified and the driver must state where they will be at all times.

71. **ASSIGNMENT:** The bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City of Margate. Any awards issued pursuant to this bid invitation and monies which may become due hereunder are not assignable except with prior written approval of the City.

72. **NON-COLLUSION STATEMENT:** By submitting this proposal, the Contractor affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud. (Refer to "Non-Collusive Affidavit" form attached.)

73. **AGREEMENT RENEWAL:** The City of Margate hereby bids for a three (3) year Agreement for services or supplies (unless otherwise indicated in the bid specifications), and the Agreement shall have the option to renew for two (2) additional one (1) year extensions, providing both parties agree, providing all terms and conditions and specifications remain the same, providing for availability of funding.

74. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from the General Conditions shall have precedence.

75. **WORKING HOURS AND INSPECTIONS:** The City of Margate's working hours are Monday through Friday 8 A.M. – 6 P.M. Contractor must plan for and schedule inspections within the City's working hours. Contractor can perform Work Monday – Saturday from Dawn to Dusk. Work on Sunday is not permitted unless a special request is made to the City 48 hours in advance. All requests must be approved by the City Manager.

76. **NO WAIVER:** No waiver of any provision, covenant, or condition within this agreement or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.

77. **WAIVER:** No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

78. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, including all Agreement Documents, and there are no other promises; representations, or warranties affecting it.

79. **REGULATIONS:** All applicable laws and regulations of the Federal Government, State of Florida, Broward County, and Ordinances of the City of Margate will apply to any resulting award of Agreement.

80. **PUBLIC RECORDS:** The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

    a. Keep and maintain public records required by the City of Margate to perform the service.

    b. Upon request from the City of Margate's custodian of public records, provide the City of Margate 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 this chapter 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 for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City of Margate.

    d. Upon completion of the Agreement, transfer, at no cost, to the City of Margate all public records in possession of the Contractor or keep and maintain public records required by the City of Margate to perform the service. If the Contractor transfers all public records to the City of Margate 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 City of Margate, upon request from the City of Margate's custodian of public records, in a format that is compatible with the information technology systems of the City of Margate.

e. **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone number:
(954) 972-6454
E-mail address:
recordsmanagement@margatefl.com
Mailing address:
5790 Margate Boulevard
Margate, FL 33063

81. SCRUTINIZED COMPANIES:

In accordance with s. 287.135, Florida Statutes, as amended, a company is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

a. Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

b. One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

   i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes; or

   ii. Is engaged in business operations in Cuba and Syria.

c. By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

d. The City shall reserve the right to terminate any contract resulting from this solicitation if the awarded Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

82. NO WAIVER OF SOVEREIGN IMMUNITY: Nothing contained herein is intended to service as a waiver of sovereign immunity by the City or as a waiver of limits of liability of rights existing under Section 768.28, Florida Statutes.

83. E-VERIFY

1) Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

2) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the Agreement; and

b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the Agreement with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Agreement is a condition of the Agreement with the City of Margate; and

c) By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.

SPECIAL CONDITIONS

BID NO.2023-006
FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT

The City of Margate will accept sealed proposals to provide all materials, labor, supplies, equipment, and transportation to FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT, less than truckload and truckload deliveries, for the Department of Environmental and Engineering Services, located at 6630 NW 9 Street, Margate, FL 33063 and the participating members of the Cooperative.

The City of Margate hereby bids for a three (3) year contract for services or supplies (unless otherwise indicated in the bid specifications), and the Agreement shall have the option to renew for two (2) additional one (1) year extensions, providing both parties agree, providing all terms, conditions and specifications remain the same, providing for availability of funding.

The City will issue a notification of intent to renew 90 days prior to the expiration of the initial Agreement. Contractor shall respond within fourteen (14) calendar days from date of notice.

Deliveries shall be made Monday through Friday, between the hours of 7:00 AM and 4:00 PM within seven (7) days of order placement. Materials are to be delivered to 6630 NW 9th Street, Margate, FL 33063. The City of Margate has an above ground tank for the storage of this commodity. Deliveries will be pumped into a tank equipped with a 2" polypropylene Cam lock fitting. The City uses approximately 14,000 gallons annually of Sodium Hydroxide. Tank size is 6,000 gallons. The average ordering amount is 3,500 gallons. There are no other special instructions.

Less than truckload deliveries are amounts less than 3,500 gallons. Truckload deliveries are for amounts 3,500 gallons and greater.

The Sodium Hydroxide must be certified to ANSI/NSF Standard 60 for use in drinking water.

The co-op members will advise as to their particular requirements (see pages 25-31).

The delivery time for Sodium Hydroxide is to be seven (7) calendar days from order placement by City.

A blanket purchase order will be issued to the contractor with orders being called in on an "as needed basis". Invoicing shall be upon each shipment based on unit price awarded. The invoice shall indicate purchase order number, unit price, extensions, total billed, and any allowable cash discounts.

All prices bid shall be FOB Delivered to a specific City of Margate or participating cooperative agency address.

Bids will be considered only from manufacturers or their authorized distributors. The authorized distributor must regularly maintain a substantial stock of materials bid upon and must be actively engaged in the sale of the bid commodity. Such stock and facilities may be examined by a representative of the City at any time either before an award is made or during the term of the Agreement.

The City reserves the right during the contract period to determine by independent tests if the product(s) supplied meet aforementioned specifications. The cost of the test is to be paid for by the City if the sample meets specifications and by contractor if it does not. In addition, the facilities of the Florida State Department of Agriculture testing laboratories may be used for any referee testing. Failure to meet specifications will result in prevailing testing rate cost to be borne by the Supplier.

Under no circumstances shall the contractor start work until the certificate of insurance is received and approved by the city.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury, or loss to all employees on the work site and other persons and organizations who may be affected thereby; all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss.

If delivery requirements cannot be fulfilled by the Contractor, the City retains the right to cancel the order and make such purchases on the open market and contractor shall be liable for all price differences if delivery failure is not a case of FORCE MAJEURE.

The contractor shall assure the City that each delivery truck will be in A-1 mechanical condition and will have a properly licensed capable driver trained in the proper handling, use and operation of equipment required for delivery.

The contractor shall assure the City, that when in the opinion of the City, an emergency condition exists, TRAINED EMERGENCY CREW(S) WITH PROPERLY FITTED EQUIPMENT will be made available to the City via the Contractor provided emergency contact numbers.

At the time of bid submission, the Contractor shall supply the following information:

1. Location of nearest emergency station.
2. Name of person in charge of emergency crews.
3. Contact information including telephone numbers, pagers, cellular, etc. to be called for emergency service.
4. Contact information including telephone numbers, pagers, cellular, etc. to be utilized for normal maintenance.
5. Time periods during which service will be made available from the contact numbers provided to ensure 24 hours coverage.

<u>The participating agencies, delivery locations and contact persons are as follow:</u>

City of Margate
Wastewater Treatment Plant (west plant)
6630 NW 9 Street
Margate FL 33063
Location contact person: Wendell Wheeler
Ph: (954) 972-0828 x228
Average order amount: 3,500 gallons
Tank size: one (1) tank 6,000 gallons
Fittings: 2" male Cam lock
Special requirements: Delivery from Monday thru Thursday, 7:00 AM to 4:00PM.
Purchasing Contact: Wylene Sprouse (954) 935-5346

Estimated annual usage: 14,000 gallons
****

City of Boca Raton
Location #1
Utilities Services
Water Treatment Plant
1301 Glades Road
Boca Raton, FL 33431
BLDG:69 WTP
Location contact person: Gabe Munoz
Ph: (561) 338-7324 (24hr # (561) 338-7325)
Average order amount: 3,750 gallons
Tank size: Two 7,200 gallons
Fitting: 2" Cam lock
Special requirements: see special requirements for Location #2

Location #2
Wastewater Treatment Plant
1501 Glades Road
Boca Raton, FL 33431
BLDG: 45 WWTP
Location contact person: Steve Roberge
Ph: (561) 338-7331
Average order amount: 3,500-3,800 gallons
Tank size: one (1) 6,500 gallons
Fitting: 2" Cam lock
Special requirements: Delivery personnel must present proper identification prior to entering City facility. At least 24 hours prior to anticipated delivery, vendor shall call the City contact to advise of delivery date and time frame. The City reserves the right to reject or require rescheduling of any deliveries attempted without this prior notice. Tanker shall arrive at WWTP delivery location with intact portal seals, wheel chocks, and drip buckets if needed. Entire off-loading must be witnessed by City personnel.
Purchasing Contact: Neil Phillips (561) 393-7876

Estimated annual usage for both facilities: 15,000 gallons
****

Coral Springs Improvement District
10300 NW 11th Manor
Coral Springs, FL 33071
Location contact person: Christian McShea
Ph: (954) 796-6665
Average order amount: 700 gallons
Tank size: three (3) 325 gallons
Fitting: 1 1/4" Cam lock
Special Requirements: None
Purchasing Contact: Joe Stephens (954) 796-6665

Estimated annual usage: 6,000 gallons
****

City of Cooper City
Cooper City Utilities
11791 SW 49th Street
Cooper City, FL 33330
Location contact person: George Garba
Ph: (954) 434-5519 or (954) 434-5510
Average order amount: 3,500 gallons
Tank size: 15,000 gallons
Fitting: 2" Cam lock
Special Requirements: Delivery must be made between 8 A.M. and 2:00 P.M.
Purchasing Contact: Brandon Dodgen (954) 434-4300 Ext. #268

Estimated annual usage: 16,000 gallons
****

Town of Davie
Water Treatment Plant
7351 SW 30TH Street
Davie, FL 33314
Location contact person: Anand Maharaj
Ph: (948) 327-3748
Average order amount: 3,800 gallons
Tank sizes: Two (2) 9,150 gallons
Fitting: 2" Cam lock
Special requirements: None
Purchasing Contact: Crystal Riollano (954) 797-1132

Estimated annual usage: 41,800 gallons
****

City of Deerfield Beach
Water Treatment Plant
290 Goolsby Boulevard
Deerfield Beach, FL 33442
Location contact person: Bakari Scott
Ph: (954) 480-4368
Average order amount: 3,500 gallons
Tank size: 4,500 gallons
Fitting: 2" Cam lock
Special requirements: None
Purchasing Contact: Melissa Namar (954) 480-4370

Estimated annual usage: 35,000 gallons
****

City of Fort Lauderdale
Peele Dixie Water Treatment Plant
1500 S. State Road 7
Fort Lauderdale, FL 33317
Location contact person: Lead Operator-Control Room
Ph: (954) 828-7501
Average order amount: 3,500 gallons
Tank size: 12,500 gallons
Fitting: 2" Cam lock
Special requirements: Truck must provide own air pressure
Purchasing Contact: Stefan Mohammed (954) 828-5351
Omar Elfourani Operations Supervisor (954) 828-7505

Estimated annual usage: 63,000 gallons
****

City of Hallandale Beach
Water Treatment Plant
630 NW 2nd Street
Hallandale Beach, FL 33009
Location contact person: Hal Elsasser/Control Room Operator
Ph: (954) 457-1632
Average order amount: 3,500 gallons
Fitting: 2" and 3" Cam lock
Tank size: 6,000 gal tank
Special Requirements: Delivery Monday – Thursday Only, 7am to 3pm
Purchasing Contact: Andrea Lues (954) 457-1332

Estimated annual usage: 7,000 gallons
****

City of Hialeah
Location #1
Babcock Pool
430 East 7th Street
Hialeah, FL 33010
Location contact person: Douglas Cordovi
Ph: (305) 687-2650
Estimated annual usage: 15,000 gallons
Average order amount: 400 gallons
Fitting: 8" Cam lock
Tank size: 600 gallons
Special requirements: none

Location #2
Bright Pool
760 East 35th Street
Hialeah FL 33012
Location contact person: Douglas Cordovi
Ph: (305) 687-2650
Estimated annual usage: 4,200 gallons
Average order amount: 400 gallons
Fitting: 8" Cam lock

Tank sizes: 600 gallons
Special requirements: none

Location #3
Bucky Dent Aquatic Center
2250 W 60th St.
Hialeah FL 33016
Location contact person: Douglas Cordovi
Ph: (305) 687-2650
Estimated annual usage: 35,000 gallons
Average order amount: 1,000 gallons
Fitting: 8” Cam lock
Tank sizes: 1,400 gallons
Special requirements: none

Location #4
McDonald Aquatic Center
7505 West 12th Avenue
Hialeah FL 33012
Location contact person: Douglas Cordovi
Ph: (305) 687-2650
Estimated annual usage: 40,000 gallons
Average order amount: 1,100 gallons
Fitting: 8” Cam lock
Tank sizes: 1,600 gallons
Special requirements: none

Location #5
Milander Aquatic Center
4800 Palm Avenue
Hialeah FL 33013
Location contact person: Douglas Cordovi
Ph: (305) 687-2650
Estimated annual usage: 31,500 gallons
Average order amount: 700 gallons
Fitting: 8” Cam lock
Tank sizes: 900 gallons
Special requirements: none

Location #6
Reid Pool
2245 West 7th Court
Hialeah FL 33010
Location contact person: Douglas Cordovi
Ph: (305) 687-2650
Estimated annual usage: 4,200 gallons
Average order amount: 400 gallons
Fitting: 8” Cam lock
Tank sizes: 600 gallons
Special requirements: none

Location #7
Walker Pool
800 West 29th Street
Hialeah FL 33012
Location contact person: Douglas Cordovi
Ph: (305) 687-2650
Estimated annual usage: 4,200 gallons
Average order amount: 400 gallons
Fitting: 8" Cam lock
Tank sizes: 600 gallons
Special requirements: none
Purchasing Contact: Luis Suarez (305) 883-5988

Estimated annual usage all facilities: 80,000 gallons
****

City of Hollywood
Location #1
Water Plant
3441 Hollywood Boulevard
Hollywood, FL 33021
Location contact person: Luis Montoya
Ph: 954/967-4230
Estimated annual usage: 105,000 gallons
Average order amount: 3,500 gallons (TL only)
Fitting: 2" Cam lock
Tank sizes: 2 @ 6,000 gallons each (12,000 total)
Special requirements: none

Location #2
Southern Regional Wastewater Treatment Facility
1621 N 14th Avenue
Hollywood FL 33021
Location contact person: Joel Blanco
Ph: 954/921-3288
Estimated annual usage: 20,000 gallons
Average order amount: 800 gallons
Fitting: 2" Cam lock
Tank sizes: one (1) 500, (1) 700 and (1) 1,000 gal
Special requirements for both locations: Delivery times: 7:00 AM to 7:00 PM Monday -Friday

Estimated annual usage both facilities: 125,000 gallons
****

City of Pembroke Pines
Wastewater Treatment Plant
13955 Pembroke Road
Pembroke Pines, FL 33027
Location contact person: Victor Leon, Chief Operator
Ph: (754) 260-4477
Average order amount: 500 gallons
Tank size: 900 gallons
Fitting: 2" Cam lock
Special requirements: None

Purchasing Contact: Cathy Hernandez (954) 518-9018

Estimated annual usage: 3,750 gallons
****

City of Plantation
Location #1
Central Water Treatment Plant
700 NW 91st Avenue
Plantation, FL 33324
Location contact person: Jovenel Louis
Ph: (954) 452-2544
Tank sizes: two (2) 6,000 gallon tanks
Average order amount: 3,600 gallons
Fitting: 2" Cam lock fitting
Special requirements: none

Location #2
East Water Treatment Plant
500 NW 65th Avenue
Plantation, FL 33317
Location contact person: Oneil Slowley
Ph: (954) 797-2169
Tank sizes: two (2) 1,800 gallon tanks
Average order amount: 3,600 gallons
Fitting: 2" Cam lock fitting
Special requirements: none
Purchasing Contact: Traci Shulenburg (954) 452-2544

Estimated annual usage both facilities: 18,450 gallons
****

City of Sunrise
Location #1
14150 NW 8th Street
Sunrise, FL 33325
Location contact: Fred McDonald
Ph: (954) 888-6004
Average order amount: 2,000 gallons
Tank sizes: one (1) 1,900 gallons and one (1) 600 gallons

Location #2
4350 Springtree Drive
Sunrise, FL 33351
Location contact person: Roal Small/Jose Alvarez
Ph: (954) 572-2428 or (954) 572-2427
Average order amount: 800 gallons
Tank size: one (1) 1,600 gallons and one (1) 1,550 gallons

Location #3
777 Sawgrass Corp. Parkway
Sunrise, FL 33325
Locations contact person: Les Santisos
Ph: (954) 888-1016
Average order amount: 3,500 gallons

Tank Size: five (5) 12,500 gallon

The following information/totals are for all City of Sunrise locations:

Estimated annual usage for all facilities: 213,000 gallons
Fittings: 2” Cam lock
Special requirements: none
Plant Operations Director: Ted Petrides (954) 888-6035
Purchasing Contact: Holly Raphaelson (954) 572-2202

****

Village of Wellington
Location #1
Water Treatment Plant
1100 Wellington Trace
Wellington, FL 33414
Location contact person: Karla Berroteran
Ph: (561) 753-2465
Average order amount: Varies
Tank size: 5,000 gallons
Fittings: 2” Cam lock
Special requirements: none

Location #2
Water Reclamation Facility
11860 Pierson Road
Wellington, FL 33414
Location contact person: Bryan Gayoso
Ph: (561) 603-0119
Average order: Varies
Tank size: Qty. of two (2) 4,000 gallon tanks
Fittings: 2” Cam lock
Special Requirements: None
Purchasing Contact: Emma Ramirez (561) 791-4021

Estimated annual usage for both facilities: 28,000 gallons
****

REFER ALL TECHNICAL QUESTIONS REGARDING THIS PROPOSAL TO MR. WENDELL WHEELER AT (954) 972-0828.

REFER ALL NON-TECHNICAL QUESTIONS TO MS. WYLENE SPROUSE AT (954) 935-5340.

REFER TO SITE INSPECTION UNDER GENERAL CONDITIONS.

PLEASE HAVE YOUR INSURANCE AGENT REVIEW ALL INSURANCE REQUIREMENTS TO ENSURE COMPLIANCE WITH BID DOCUMENTS.

BID PROPOSAL FORM BID NO.2023-006

BID TO: CITY COMMISSION
CITY OF MARGATE

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the City in the form included in the Agreement Documents to perform the Work as specified or indicated in said Agreement Documents entitled:

Furnish and Deliver Sodium Hydroxide 50% by Weight

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid Security.

3. The bid will remain open for the period stated in the Notice Inviting Bids unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Notice Inviting Bids and the Instructions to Bidders, and will furnish the insurance certificates, payment bond, and performance bond required by the Contract Documents.

4. It is the Contractor's responsibility to contact the City at (954) 935-5346 prior to the bid opening to determine if any addenda have been issued on the project. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is acknowledged):

Number 1 Date March 23, 2023

5. Bidder has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

6. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.

To all the foregoing, and including all Bid Schedule(s) and Information Required of Bidder contained in this Bid Form, said bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment thereof the Contract Price based on the Total Bid Price(s) named in the aforementioned Bidding Schedule(s).

NAME OF FIRM: Univar Solutions USA, Inc.

ADDRESS: 8201 S. 212th St., Kent, WA 98032

NAME OF SIGNER Stacy Ziegler
(Print or Type)

TITLE OF SIGNER Municipal Specialist

SIGNATURE: _____ DATE: 3/27/2023

TELEPHONE NO: (253) 872-5023 FACSIMILE NO: (253) 872-5041

SCHEDULE OF BID PRICES – BID NO. 2023-006

TO: CITY COMMISSION

CITY OF MARGATE

(Please fill in all blanks and return with your proposal.)

In accordance with your request for proposals and the specifications contained herein, the undersigned proposes the following:

****

DESCRIPTION	TOTAL COST
TOTAL COST PER GALLON OF SODIUM HYDROXIDE DELIVERED – TRUCKLOAD (OVER 3500 GAL)	$ 2.9265 /GAL
TOTAL COST PER GALLON OF SODIUM HYDROXIDE DELIVERED – LESS THAN TRUCKLOAD Per Bid Specifications	$ 3.5429 /GAL

Minimum ordering amount 3,000 **gals (not less than 400 gal)**

****

ALL BIDS MUST BE SIGNED WITH THE VENDOR NAME AND BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM BY SIGNATURE.

SAFETY DATA SHEETS ENCLOSED? YES X NO ____

SPECIFICATION SHEETS/BROCHURES? YES X NO ____

HAVE YOUR INSURANCE REPRESENTATIVE REVIEW THE SAMPLE INSURANCE CERTIFICATE TO ENSURE COMPLIANCE.

WILL YOUR FIRM ACCEPT PAYMENT VIA A CITY OF MARGATE VISA CREDIT CARD? PLEASE CHECK ONE

YES X NO ____

BIDDER'S GENERAL INFORMATION:

The bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, and 7 (if required) will cause the bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information (i.e., items 1 through 7 inclusive) is delivered to the City.

(1) CONTRACTOR'S name and address:

Univar Solutions USA, Inc.

8201 S. 212th St., Kent, WA 98032

(2) CONTRACTOR'S telephone number: (253) 872-5023

(3) CONTRACTOR'S primary license classification: Tangible Personal Prop DLR License

State License Number: 3033875/278838

Supplemental classifications held, if any: _____

Name of Licensee, if different from (1) above: _____

(4) Name of person who inspected site of proposed Work for your firm: Will do upon award

Name: _____ Date of Inspection: _____

(5) Name, address, and telephone number of Surety Company and agent who will provide the required bonds on this contract (if required): _____

AON

(6) ATTACH TO THIS BID the experience resume of the person who will be designated as Supervisor for this project.

Stacy Ziegler, Municipal Specailist
Todd Whitaker, Sales Manager

(7) ATTACH TO THIS BID a financial statement **(If Required)**, references, and other information, sufficiently comprehensive to permit an appraisal of CONTRACTOR'S current financial condition.

Univar does not provide financial statements (may request upon approval)

(8) Subcontractors: The Bidder further proposes that as part of their submittal there is attached a list of subcontracting firms or businesses who will be awarded subcontracts for portions of the work in the event the bidder is awarded the Contract.

At this time there are no Subcontractors for this contract.

REFERENCE SHEET BID NO. 2023-006

In order to receive Bid Award consideration on the proposed bid, it is a requirement that this sheet be completed and returned with your bid/proposal. This information may be used in determining the bid award for this Project.

BIDDER (COMPANY NAME): Univar Solutions USA, Inc.

ADDRESS: 8201 S. 212th St., Kent, WA 98032

CONTACT PERSON: Stacy Ziegler TITLE: Municipal Specialist

TELEPHONE: (253) 872-5023 FACSIMILE: _____

NUMBER OF YEARS IN BUSINESS: 50+ years

ADDRESS OF NEAREST FACILITY: Tampa, FL and Jacksonville, FL

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS OR SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR.

1. COMPANY NAME: Peace River Manasota Regional Water Supply Authority
   ADDRESS: 9415 Town Center Parkway, Lakewood Ranch, FL 34202 PHONE: (941) 316-1776
   CONTACT PERSON: Richard Anderson TITLE: _____

2. COMPANY NAME: City of Cape Coral
   ADDRESS: 1015 Cultural Park Blvd Cape Coral, FL 33990 PHONE: (239) 574-0861
   CONTACT PERSON: Mark Connelly TITLE: _____

3. COMPANY NAME: City of Port St. Joe
   ADDRESS: 305 Cecil G. Costin Sr. Blvd Port St. Joe, FL 32456 PHONE: (850) 229.1421
   CONTACT PERSON: Larry McClamma TITLE: _____

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)
BID NO. 2023-006

Bidder certifies that all material, equipment, etc. contained in this bid meet all O.S.H.A. requirements. Bidder further certifies that if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the bidder.

OCCUPATIONAL HEALTH AND SAFETY DATA SHEET REQUIRED:

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a SAFETY DATA SHEET (SDS). The SDS must include the following information:

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substances, including:

1. The potential for fire, explosion, corrosivity and reactivity;
2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
3. The primary routes of entry and symptoms of overexposure.

C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

D. The emergency procedure for spills, fire, disposal, and first aid.

E. A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

SIGNATURE: _____ DATE: 3/27/2023

CITY OF MARGATE
STATEMENT OF NO BID

IF YOU DO NOT INTEND TO BID ON THIS PROPOSAL, RETURN THIS FORM TO ADDRESS WHERE BID IS TO BE SUBMITTED:

I/We have declined to bid on your proposal No: 2023-006

Bid Description: FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT

For the following reason:

_____1. Specifications are too tight, i.e. geared toward one brand or manufacturer only (Explain reason below)
_____2. Insufficient time to respond to invitation.
_____3. We do not offer this commodity/service or equivalent.
_____4. Our product/service schedule would not permit us to perform.
_____5. Unable to meet specifications.
_____6. Unable to meet bonding requirements.
_____7. Specifications unclear (Explain below).
_____8. Other (Specify below).

REMARKS:_____
_____
_____

Attach additional pages if required.

I/We understand that if the NO BID form is not executed and returned, our name may be deleted from the list of qualified bidders for the City of Margate.

COMPANY NAME:_____

ADDRESS:_____

_____

TELEPHONE NO:_____DATE:_____

SIGNATURE OF BIDDER:_____

DRUG-FREE WORKPLACE PROGRAM FORM BID NO. 2023-006

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. In the event that none of the tied vendors has a Drug-free Workplace program in effect, the City reserves the right to make final Decisions in the City's best interest. In order to have a Drug-free Workplace Program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify 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 contenders to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation. If bidder's company has a Drug-free Workplace Program, so certify below:

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF BIDDER: _____ DATE: 3/27/2023

NON-COLLUSIVE AFFIDAVIT FORM FOR BID 2023-006
FURNISH AND DELIVER SODIUM HYDROXIDE 50%

State of Washington)

County of King)

Stacy Ziegler being first duly sworn, deposes and says that:

He/she is the Municipal Specialist, (Owner, Partner, Officer, Representative or Agent) of Univar Solutions USA, Inc., the Offeror that has submitted the attached Proposal;

He/she is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed, and delivered in the presence of:

Witness

Witness

By

Stacy Ziegler
Printed Name

Municipal Specialist
Title

ACKNOWLEDGMENT
NON-COLLUSIVE AFFIDAVIT FORM FOR BID 2023-006
FURNISH AND DELIVER SODIUM HYDROXIDE 50%

State of ~~Florida~~ Washington
County of King

On this the 27th day of March, 20 23, before me by means of X physical presence or ___ online notarization, the undersigned Notary Public of the State of Florida, personally appeared

Stacy Ziegler

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Jennifer M Perras
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

JENNIFER M PERRAS
178340
NOTARY PUBLIC
COMM. EXPIRES 04-24-23
STATE OF WASHINGTON

☑ Personally known to me, or
☐ Produced identification:

Known
(Type of Identification Produced)

☒ DID take an oath, or ☐ DID NOT take an oath

SCRUTINIZED COMPANIES CERTIFICATION

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government- created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government- created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME: Univar Solution USA, Inc.

SIGNATURE: _____

PRINTED NAME: Stacy Ziegler

TITLE: Municipal Specialist DATE: 3/27/2023

The scrutinized company list is maintained by the State Board of Administration and available at
http://www.sbafla.com/

OFFEROR'S QUALIFICATION STATEMENT BID NO. 2023-006

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Margate
(Purchasing Division)

ADDRESS: 5790 Margate Blvd.
Margate, FL 33063

CIRCLE ONE

Corporation
Partnership
Individual
Other

SUBMITTED BY: Univar Solutions USA, Inc.

NAME: Stacy Ziegler

ADDRESS: 8201 S. 212th St., Kent, WA 98032

TELEPHONE NO.: (253) 872-5023

FACSIMILE NO.: (253) 872-5041

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business. (Attach corporate documents from the State of Florida (sunbiz.org) to this statement.)

The correct name of the Offeror is: Univar Solutions USA, Inc.

The address of the principal place of business is:

3075 Highland Pkwy Suite 200

Downers Grove, IL 60515

2. If Offeror is a corporation, answer the following:

a. Date of Incorporation: June 1986

b. State of Incorporation: Delaware

c. President's name: James Holcomb

d. Vice President's name: Noelle Perkins

e. Secretary's name: Noelle Perkins

f. Treasurer's name: Joseph Rodemeyer

g. Name and address of Resident Agent: Stacy Ziegler

8201 S. 212th St., Kent, WA 98032

3. If Offeror is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

_____

_____

_____

c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

_____

_____

_____

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

37 years

a. Under what other former names has your organization operated?

Univar USA, Inc.

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

3033875/278838

3502-0027225

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

No

9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

See above references along with the attached references

(Name) (Address) (Phone Number)

(Name) (Address) (Phone Number)

(Name) (Address) (Phone Number)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

All individuals involved in this contract have chemical distribution and chemical sales background.

11. State the name(s) of the individual(s) who will have personal supervision of the work:

Todd Whitaker

Stacy Ziegler

Customer Solutions

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATION STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE AGREEMENT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE AGREEMENT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR AGREEMENT.

Signature: _____

State of ~~Florida~~ Washington

County of King

On this the 27th day of March, 2023 before me by means of X physical presence or ___ online notarization, the undersigned Notary Public of the State of Florida, personally appeared Stacy Ziegler and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Jennifer M Perras
(Name of Notary Public: Print,
Stamp or Type as Commissioned.)

☑ Personally known to me, or
☐ Produced identification:
Known
(Type of Identification Produced
☑ DID take an oath; or ☐ DID NOT take an oath

JENNIFER M PERRAS
178340
NOTARY PUBLIC
COMM. EXPIRES 04-24-23
STATE OF WASHINGTON

CITY OF MARGATE – E-VERIFY FORM

Project Name:	Furnish and Deliver Sodium Hydroxide 50% by weight
Project No.:	2023-006

ACKNOWLEDGEMENT

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a Agreement with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the Agreement with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the Agreement with the City of Margate; and

c) Should vendor become successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.

COMPANY CONTACT INFORMATION

Company Name:	Univar Solutions USA, Inc.
Authorized Signature:	
Print Name:	Stacy Ziegler
Title	Municipal Specialist
Date:	3/27/2023
Phone:	(253) 872-5023
Email:	muniteam-west@univarsolutions.com
Website:	www.univarsolutions.com

ATTACHMENT A

SAMPLE INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:
	PRODUCER CUSTOMER ID #:
INSURED	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A :
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

Sample

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY	X					EACH OCCURRENCE	$	1M
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$	5K
							PERSONAL & ADV INJURY	$	1M
							GENERAL AGGREGATE	$	1M
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$	1M
	POLICY / PRO-JECT / LOC							$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	500K
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$	
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$	
	HIRED AUTOS							$	
	NON-OWNED AUTOS							$	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$	
	DEDUCTIBLE							$	
	RETENTION $			Note:				$	
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A		When applicable, the insured shall provide a copy of authorized certificate or			E.L. EACH ACCIDENT	$	100,000
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	$	100,000
							E.L. DISEASE - POLICY LIMIT	$	300,000
				Workers Compensation Exemption					

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

The City of Margate shall be listed as additional insured as required by the Agreement.

CERTIFICATE HOLDER

The City of Margate
(Department Name)
5790 Margate Blvd
Margate, Florida 33063

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ATTACHMENT A

CERTIFICATE OF ANALYSIS

UnivarSolutions
Innovate. Grow. Together.

Univar USA Inc
221 Boston Post Road East, Suite 220
Marlborough, MA
Tel: 508 480 6720
Fax: 508 480 8712
www.univarsolutions.com

DATE:	3/16/2022	REPLACES:	2/21/2023
PRODUCT:	Sodium Hydroxide 50%	TERMINAL:	BWC Terminals, Jacksonville, FL
PRODUCT GRADE:	Membrane	TANK:	802
UNIVAR LOT NUMBER:	4526109132	SHIPMENT:	ATC-21 V.62

TEST	RESULTS		SPECIFICATIONS
SODIUM HYDROXIDE (NaOH)	50.52	Wt %	49.00 – 51.50
SODIUM CHLORIDE (NaCl)	81	PPM	100 Max
SODIUM CHLORATE ($NaClO_3$)	24	PPM	65 Max
SODIUM SULFATE (Na_2SO_4)	11	PPM	150 Max
SODIUM OXIDE (Na_2O)	39.14	Wt %	38.00– 39.90
SODIUM CARBONATE (Na_2CO_3)	0.04	Wt %	0.10 Max
IRON (Fe)	3.0	PPM	5.0 Max
SPECIFIC GRAVITY	1.5323		1.5162 – 1.5476
COLOR/APPEARANCE	Clear & Bright		

Univar USA Inc.

_____ (Signature)

____Jackie Scazi_____ (Print Name)

____Vessel Logistics Mgr._____ (Job Title)

NSF
Certified to NSF/ANSI/CAN 60

Maximum Use Level: 100mg/L (50% Sodium Hydroxide)
Maximum Use Level: 200mg/L (25% Sodium Hydroxide)

This product meets test results of the Food Chemicals Codex, Latest Edition Monograph (FCC).
This product is Kosher certified.

Consult the SDS for additional information.
All information is based on data obtained from the manufacturer or other recognized technical sources. The information is believed to be accurate. Univar USA Inc. ("Univar") makes no representation or warranty, express, or implied, concerning the accuracy or sufficiency of the information. Univar is not liable for any damages resulting from the use or non-use of the information. All transactions involving this Product are subject to Univar's standard Terms and Conditions, available at www.univarusa.com<http://www.univarusa.com> or upon request. Univar makes no additional representations or warranties, express or implied, as to the Product.

Safety Data Sheet
CAUSTIC SODA 50%

Version 1.8 Revision Date: 08/29/2022

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product name : CAUSTIC SODA 50%

Recommended use of the chemical and restrictions on use

Recommended use : Reserved for industrial and professional use.

Manufacturer or supplier's details

Company : Univar Solutions USA, Inc.
Address 3075 Highland Pkwy Suite 200
Downers Grove, IL 60515
United States of America (USA)

Emergency telephone number:
Transport North America: CHEMTREC (1-800-424-9300)
CHEMTREC INTERNATIONAL Tel # 703-527-3887

Additional Information: : Responsible Party: Product Compliance Department
E-mail: SDSNA@univarsolutions.com
SDS Requests: 1-855-429-2661
Website: www.univarsolutions.com

SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Corrosive to metals : Category 1

Skin corrosion : Category 1A

Serious eye damage : Category 1

GHS label elements

Hazard pictograms :

Signal word : Danger

Hazard statements : H290 May be corrosive to metals.
H314 Causes severe skin burns and eye damage.

Precautionary statements : **Prevention:**
P234 Keep only in original container.
P264 Wash skin thoroughly after handling.
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.
Response:
P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower.

P304 + P340 + P310 IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/ doctor.
P305 + P351 + P338 + P310 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/ doctor.
P363 Wash contaminated clothing before reuse.
P390 Absorb spillage to prevent material damage.
Storage:
P405 Store locked up.
P406 Store in corrosive resistant container with a resistant inner liner.
Disposal:
P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Hazardous components

CAS-No.	Chemical name	Weight percent
1310-73-2	Sodium hydroxide	50 - 70

Actual concentration is withheld as a trade secret
Any Concentration shown as a range is due to batch variation.

SECTION 4. FIRST AID MEASURES

General advice : Move out of dangerous area.
Consult a physician.
Show this safety data sheet to the doctor in attendance.
Do not leave the victim unattended.

If inhaled : If unconscious, place in recovery position and seek medical advice.
If symptoms persist, call a physician.

In case of skin contact : Immediate medical treatment is necessary as untreated wounds from corrosion of the skin heal slowly and with difficulty.
If on skin, rinse well with water.
If on clothes, remove clothes.

In case of eye contact : Small amounts splashed into eyes can cause irreversible tissue damage and blindness.
In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice.

Continue rinsing eyes during transport to hospital.
Remove contact lenses.
Protect unharmed eye.
Keep eye wide open while rinsing.
If eye irritation persists, consult a specialist.
Take victim immediately to hospital.

If swallowed : Keep respiratory tract clear.
Do NOT induce vomiting.
Do not give milk or alcoholic beverages.
Never give anything by mouth to an unconscious person.
If symptoms persist, call a physician.
Take victim immediately to hospital.

SECTION 5. FIREFIGHTING MEASURES

Suitable extinguishing media : Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

Unsuitable extinguishing media : High volume water jet

Specific hazards during firefighting : Do not allow run-off from fire fighting to enter drains or water courses.

Hazardous combustion products : No hazardous combustion products are known

Further information : Collect contaminated fire extinguishing water separately. This must not be discharged into drains.
Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.

Special protective equipment for firefighters : Wear self-contained breathing apparatus for firefighting if necessary.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures : Use personal protective equipment.

Environmental precautions : Prevent product from entering drains.
Prevent further leakage or spillage if safe to do so.
If the product contaminates rivers and lakes or drains inform respective authorities.

Methods and materials for containment and cleaning up : Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
Keep in suitable, closed containers for disposal.

SECTION 7. HANDLING AND STORAGE

Advice on protection against fire and explosion : Normal measures for preventive fire protection.

Advice on safe handling : Do not breathe vapours/dust.
Avoid contact with skin and eyes.
For personal protection see section 8.
Smoking, eating and drinking should be prohibited in the application area.
To avoid spills during handling keep bottle on a metal tray.
Dispose of rinse water in accordance with local and national regulations.

Conditions for safe storage : Keep container tightly closed in a dry and well-ventilated place.
Containers which are opened must be carefully resealed and kept upright to prevent leakage.
Observe label precautions.
Electrical installations / working materials must comply with the technological safety standards.

Recommended storage temperature : > 16 °C

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

CAS-No.	Components	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
1310-73-2	Sodium hydroxide	C	2 mg/m3	ACGIH
		C	2 mg/m3	NIOSH REL
		TWA	2 mg/m3	OSHA Z-1
		C	2 mg/m3	OSHA P0
		C	2 mg/m3	CAL PEL

Personal protective equipment

Respiratory protection : General and local exhaust ventilation is recommended to maintain vapor exposures below recommended limits. Where concentrations are above recommended limits or are unknown, appropriate respiratory protection should be worn. Follow OSHA respirator regulations (29 CFR 1910.134) and use NIOSH/MSHA approved respirators. Protection provided by air purifying respirators against exposure to any hazardous chemical is limited. Use a positive pressure air supplied respirator if there is any potential for uncontrolled release, exposure levels are unknown, or any other circumstance where air purifying respirators may not provide adequate protection.

Hand protection

Remarks	:	The suitability for a specific workplace should be discussed with the producers of the protective gloves.
Eye protection	:	Eye wash bottle with pure water Tightly fitting safety goggles Wear face-shield and protective suit for abnormal processing problems.
Skin and body protection	:	Impervious clothing Choose body protection according to the amount and concentration of the dangerous substance at the work place.
Hygiene measures	:	When using do not eat or drink. When using do not smoke. Wash hands before breaks and at the end of workday.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	:	liquid
Colour	:	No data available
Odour	:	No data available
Odour Threshold	:	No data available
pH	:	14
Freezing Point (Melting point/freezing point)	:	12 - 15 °C (54 - 59 °F)
Boiling Point (Boiling point/boiling range)	:	140 - 145 °C (284 - 293 °F)
Flash point	:	does not flash
Evaporation rate	:	No data available
Flammability (solid, gas)	:	No data available
Upper explosion limit	:	No data available
Lower explosion limit	:	No data available
Vapour pressure	:	No data available
Relative vapour density	:	No data available
Relative density	:	1.5298
Density	:	12.76 lb/gal
Water solubility	:	No data available

Solubility in other solvents	:	No data available
Partition coefficient: n-octanol/water	:	No data available
Auto-ignition temperature	:	No data available
Thermal decomposition	:	No data available

SECTION 10. STABILITY AND REACTIVITY

Reactivity	:	Corrosive to metals Exothermic reaction with acids.
Chemical stability	:	Stable under normal conditions.
Possibility of hazardous reactions	:	No decomposition if stored and applied as directed.
Conditions to avoid	:	Freezing temperatures. Heat No data available
Incompatible materials	:	Acids Metals Oxidizing agents Halogenated compounds organic nitro compounds Zinc Acids Halogenated compounds Metals organic nitro compounds Zinc
Hazardous decomposition products	:	Hydrogen

SECTION 11. TOXICOLOGICAL INFORMATION

Acute toxicity

Components:

1310-73-2:

Acute oral toxicity	:	LD50 (Rabbit): 325 mg/kg

Skin corrosion/irritation

Components:

1310-73-2:
Species: Rabbit
Result: Causes severe burns.

Serious eye damage/eye irritation

Components:

1310-73-2:
Species: Rabbit
Result: Risk of serious damage to eyes.

Carcinogenicity

IARC	No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.
OSHA	No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.
NTP	No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

Further information

Product:

Remarks: No data available

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

No data available

Persistence and degradability

No data available

Bioaccumulative potential

No data available

Mobility in soil

No data available

Other adverse effects

Product:

Ozone-Depletion Potential : Regulation: 40 CFR Protection of Environment; Part 82 Pro-

tection of Stratospheric Ozone - CAA Section 602 Class I Substances
Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information : No data available

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

Waste from residues : Do not dispose of waste into sewer.
Do not contaminate ponds, waterways or ditches with chemical or used container.
Send to a licensed waste management company.

Dispose of in accordance with all applicable local, state and federal regulations.
For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Univar Solutions ChemCare: 1-800-637-7922

Contaminated packaging : Empty remaining contents.
Dispose of as unused product.
Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION

DOT (Department of Transportation):
UN1824, Sodium hydroxide solution, 8, II

IATA (International Air Transport Association):
UN1824, Sodium hydroxide solution, 8, II

IMDG (International Maritime Dangerous Goods):
UN1824, SODIUM HYDROXIDE SOLUTION, 8, II

SECTION 15. REGULATORY INFORMATION

EPCRA - Emergency Planning and Community Right-to-Know Act

CERCLA Reportable Quantity

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
Sodium hydroxide	1310-73-2	1000	2000
Sodium hydroxide	1310-73-2	1000	2000

SARA 304 Extremely Hazardous Substances Reportable Quantity

This material does not contain any components with a section 304 EHS RQ.

SARA 311/312 Hazards : Corrosive to metals
Skin corrosion or irritation
Serious eye damage or eye irritation

SARA 302 : This material does not contain any components with a section 302 EHS TPQ.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).
This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCMI Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

The following Hazardous Substances are listed under the U.S. CleanWater Act, Section 311, Table 116.4A:
1310-73-2 Sodium hydroxide
The following Hazardous Chemicals are listed under the U.S. CleanWater Act, Section 311, Table 117.3:
1310-73-2 Sodium hydroxide
This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

Massachusetts Right To Know

1310-73-2 Sodium hydroxide

Pennsylvania Right To Know

1310-73-2 Sodium hydroxide
7732-18-5 Water

California Prop 65 : This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

The components of this product are reported in the following inventories:

TSCA : On TSCA Inventory

DSL : All components of this product are on the Canadian DSL

AICS : On the inventory, or in compliance with the inventory

NZIoC : On the inventory, or in compliance with the inventory

ENCS : On the inventory, or in compliance with the inventory

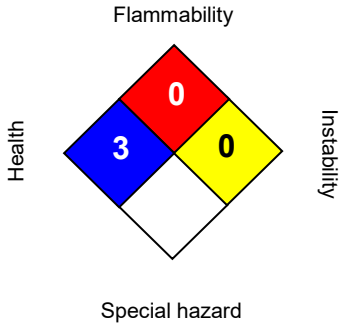
KECI : On the inventory, or in compliance with the inventory

PICCS : On the inventory, or in compliance with the inventory

IECSC : On the inventory, or in compliance with the inventory

SECTION16. OTHER INFORMATION

NFPA:



HMIS III:

HEALTH	3
FLAMMABILITY	0
PHYSICAL HAZARD	0

0 = not significant, 1 =Slight,
2 = Moderate, 3 = High
4 =Extreme, * = Chronic

The information accumulated is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made become available subsequently to the date hereof, we do not assume any responsibility for the results of its use. Recipients are advised to confirm in advance of need that the information is current, applicable, and suitable to their circumstances. This SDS has been prepared by Univar Solutions Product Compliance Department (1-855-429-2661) SDSNA@univarsolutions.com.

Revision Date : 08/29/2022

Material number:
16191539, 16188943, 16188859, 16188905, 40509, 16144372, 85833, 16187875, 16187706, 16187503, 16187172, 16184289, 16184571, 16183215, 16183115, 16181535, 16174812, 16176162, 16176725, 16175550, 16177057, 16176719, 16176286, 16175611, 16175549, 16177342, 16174633, 16176146, 16175652, 16175317, 16174795, 16174563, 16176924, 16180636, 16169042, 16168322, 16168270, 16168140, 16168139, 16179411, 16169006, 16168617, 16150547, 16162842, 16162538, 16144429, 16173515, 16168911, 16162950, 16162022, 16144216, 16143594, 16162020, 16168720, 16166706, 16152119, 16173289, 16179365, 16166192, 16137935, 16161861, 16143735, 16151817, 85472, 52714, 71460, 54298, 16168314, 16146819, 16163462, 16148908, 16144035, 16166958, 16166445, 16137825, 16151508, 16151289, 16160192, 16147037, 16156058, 16155066, 16135486, 16159912, 16141649, 16140194, 16064783, 16064423, 16036726, 16036725, 613255, 122390, 70451, 103323, 69362, 69435, 16158900, 16135663, 16144460, 16141402, 16155700

Key or legend to abbreviations and acronyms used in the safety data sheet			
ACGIH	American Conference of Government Industrial Hygienists	LD50	Lethal Dose 50%

AICS	Australia, Inventory of Chemical Substances	LOAEL	Lowest Observed Adverse Effect Level
DSL	Canada, Domestic Substances List	NFPA	National Fire Protection Agency
NDSL	Canada, Non-Domestic Substances List	NIOSH	National Institute for Occupational Safety & Health
CNS	Central Nervous System	NTP	National Toxicology Program
CAS	Chemical Abstract Service	NZIoC	New Zealand Inventory of Chemicals
EC50	Effective Concentration	NOAEL	No Observable Adverse Effect Level
EC50	Effective Concentration 50%	NOEC	No Observed Effect Concentration
EGEST	EOSCA Generic Exposure Scenario Tool	OSHA	Occupational Safety & Health Administration
EOSCA	European Oilfield Specialty Chemicals Association	PEL	Permissible Exposure Limit
EINECS	European Inventory of Existing Chemical Substances	PICCS	Philippines Inventory of Commercial Chemical Substances
MAK	Germany Maximum Concentration Values	PRNT	Presumed Not Toxic
GHS	Globally Harmonized System	RCRA	Resource Conservation Recovery Act
>=	Greater Than or Equal To	STEL	Short-term Exposure Limit
IC50	Inhibition Concentration 50%	SARA	Superfund Amendments and Reauthorization Act.
IARC	International Agency for Research on Cancer	TLV	Threshold Limit Value
IECSC	Inventory of Existing Chemical Substances in China	TWA	Time Weighted Average
ENCS	Japan, Inventory of Existing and New Chemical Substances	TSCA	Toxic Substance Control Act
KECI	Korea, Existing Chemical Inventory	UVCB	Unknown or Variable Composition, Complex Reaction Products, and Biological Materials
<=	Less Than or Equal To	WHMIS	Workplace Hazardous Materials Information System
LC50	Lethal Concentration 50%		

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, March 27, 2023** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Univar+Solutions+USA%2C+Inc%2E&ChemicalName=Sodium+Hydroxide&PlantCountry=UNITED+STATES&

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

Univar Solutions USA Inc. DBA
Univar USA Inc.
3075 Highland Parkway
Suite 200
Downers Grove, IL 60515
United States
425-889-3400

Facility : # 1 Distribution Center - Richmond, CA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 10%	pH Adjustment	500mg/L
Caustic Soda 13%	pH Adjustment	384mg/L
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L
Sodium Hydroxide 10%	pH Adjustment	500mg/L

Sodium Hydroxide 13%	pH Adjustment	384mg/L
Sodium Hydroxide 15%	pH Adjustment	333mg/L
Sodium Hydroxide 20%	pH Adjustment	250mg/L
Sodium Hydroxide 25%	pH Adjustment	200mg/L
Sodium Hydroxide 30%	pH Adjustment	165mg/L
Sodium Hydroxide 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : # 1 St. Louis, MO

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : # 1 Chattanooga, TN

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 20%	Corrosion Control pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment Corrosion & Scale Control	200mg/L
Caustic Soda 50%	Corrosion Control pH Adjustment	100mg/L
Sodium Hydroxide 20%	Corrosion Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	pH Adjustment Corrosion & Scale Control	200mg/L
Sodium Hydroxide 50%	Corrosion Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : # 2 St. Louis, MO

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30% Solution	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 50% Solution	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide - 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	165mg/L

Facility : # 2 Distribution Center - Toledo, OH

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 50%	Corrosion Control pH Adjustment	100mg/L
Sodium Hydroxide 50%	Corrosion Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Glendale, AZ

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 50%	pH Adjustment Corrosion & Scale Control	100mg/L
Sodium Hydroxide 50%	pH Adjustment Corrosion & Scale Control	100mg/L

Facility : Distribution Center - Phoenix 27th Ave., AZ

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : North Little Rock, AR

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25%	Corrosion & Scale Control Sequestering	200mg/L
Caustic Soda 50%	Corrosion & Scale Control Sequestering	100mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control Sequestering	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control Sequestering	100mg/L

Facility : Commerce, CA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 32%	pH Adjustment	156mg/L
Caustic Soda 50%	pH Adjustment	100mg/L
Sodium Hydroxide 15%	pH Adjustment	333mg/L
Sodium Hydroxide 20%	pH Adjustment	250mg/L
Sodium Hydroxide 25%	pH Adjustment	200mg/L
Sodium Hydroxide 30%	pH Adjustment	165mg/L
Sodium Hydroxide 32%	pH Adjustment	156mg/L
Sodium Hydroxide 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Santa Fe Springs, CA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 32%	pH Adjustment	156mg/L
Caustic Soda 50%	pH Adjustment	100mg/L
Sodium Hydroxide 15%	pH Adjustment	333mg/L
Sodium Hydroxide 20%	pH Adjustment	250mg/L
Sodium Hydroxide 25%	pH Adjustment	200mg/L
Sodium Hydroxide 30%	pH Adjustment	165mg/L
Sodium Hydroxide 32%	pH Adjustment	156mg/L
Sodium Hydroxide 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Wilmington, CA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 3%	pH Adjustment	1667mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L
Sodium Hydroxide 15%	pH Adjustment	333mg/L
Sodium Hydroxide 20%	pH Adjustment	250mg/L
Sodium Hydroxide 25%	pH Adjustment	200mg/L
Sodium Hydroxide 3%	pH Adjustment	1667mg/L
Sodium Hydroxide 30%	pH Adjustment	165mg/L
Sodium Hydroxide 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Fresno, CA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Redwood City, CA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Sodium Hydroxide 15%	pH Adjustment	333mg/L
Sodium Hydroxide 20%	pH Adjustment	250mg/L
Sodium Hydroxide 25%	pH Adjustment	200mg/L

Sodium Hydroxide 30%	pH Adjustment	165mg/L
Sodium Hydroxide 33%	pH Adjustment	152mg/L
Sodium Hydroxide 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Visalia, CA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L
Sodium Hydroxide 15%	pH Adjustment	333mg/L
Sodium Hydroxide 20%	pH Adjustment	250mg/L
Sodium Hydroxide 25%	pH Adjustment	200mg/L
Sodium Hydroxide 30%	pH Adjustment	165mg/L
Sodium Hydroxide 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Denver, CO

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Jacksonville Contanda Terminal, FL

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	Corrosion & Scale Control pH Adjustment	333mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 15%	Corrosion & Scale Control pH Adjustment	333mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Tampa, FL

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

Facility : Tampa, FL

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 20%	Corrosion & Scale Control	250mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Brunswick, GA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	pH Adjustment Corrosion & Scale Control	333mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 15%	Corrosion & Scale Control pH Adjustment	333mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Dallas, GA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Sodium Hydroxide 15%	pH Adjustment	333mg/L
Sodium Hydroxide 20%	pH Adjustment	250mg/L
Sodium Hydroxide 25%	pH Adjustment	200mg/L
Sodium Hydroxide 30%	pH Adjustment	165mg/L
Sodium Hydroxide 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Savannah, GA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	Corrosion & Scale Control pH Adjustment	333mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 15%	Corrosion & Scale Control pH Adjustment	333mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are NSF Certified.

Facility : Norcross, GA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 32%	Corrosion Control pH Adjustment	156mg/L
Caustic Soda 50%	Corrosion Control pH Adjustment	100mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 30-49%	Corrosion Control pH Adjustment	100mg/L
Sodium Hydroxide 32%	Corrosion Control pH Adjustment	156mg/L
Sodium Hydroxide 50%	Corrosion Control pH Adjustment	100mg/L
Weak Caustic	Corrosion Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Nampa, ID

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25%	pH Adjustment Corrosion & Scale Control	200mg/L
Caustic Soda 50%	pH Adjustment Corrosion & Scale Control	100mg/L
Sodium Hydroxide 25%	pH Adjustment Corrosion & Scale Control	200mg/L
Sodium Hydroxide 50%	pH Adjustment Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Bedford Park, IL

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Lemont, IL

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L
Sodium Hydroxide 15%	pH Adjustment	333mg/L
Sodium Hydroxide 17%	pH Adjustment	294mg/L
Sodium Hydroxide 20%	pH Adjustment	250mg/L
Sodium Hydroxide 25%	pH Adjustment	200mg/L
Sodium Hydroxide 30%	pH Adjustment	165mg/L
Sodium Hydroxide 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Sauget, IL

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Sergeant Bluff, IA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Kansas City, KS

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L

Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Geismar Highway 75, LA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Baltimore, MD

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 15%	Corrosion & Scale Control pH Adjustment	333mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 35%	Corrosion & Scale Control pH Adjustment	143mg/L

Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Sodium Hydroxide 15%	Corrosion & Scale Control pH Adjustment	333mg/L
Sodium Hydroxide 20%	Scale Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Sodium Hydroxide 35%	Corrosion & Scale Control pH Adjustment	143mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : St. Paul Westway Terminal, MN

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 30%	Corrosion & Scale Control	165mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control	165mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : St. Paul Terrace Court, MN

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L

Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
NaOH 25%	Corrosion & Scale Control pH Adjustment	200mg/L
NaOH 30%	Corrosion & Scale Control pH Adjustment	165mg/L
NaOH 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Omaha, NE

Sodium Hydroxide

Trade Designation	***Product Function***	***Max Use***
Caustic Soda 30%	pH Adjustment Corrosion & Scale Control	165mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 30%	pH Adjustment Corrosion & Scale Control	165mg/L
Sodium Hydroxide 50%	pH Adjustment Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Carteret, NJ

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L
Sodium Hydroxide 15%	pH Adjustment	333mg/L
Sodium Hydroxide 20%	pH Adjustment	250mg/L
Sodium Hydroxide 25%	pH Adjustment	200mg/L
Sodium Hydroxide 30%	pH Adjustment	165mg/L
Sodium Hydroxide 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Terminal - Albuquerque, NM

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Geneva, NY

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Charlotte, NC

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25%	Corrosion Control pH Adjustment	200mg/L
Caustic Soda 32%	Corrosion Control pH Adjustment	156mg/L
Caustic Soda 50%	Corrosion Control pH Adjustment	100 mg/L
Sodium Hydroxide 25%	Corrosion Control pH Adjustment	200mg/L
Sodium Hydroxide 32%	Corrosion Control pH Adjustment	156mg/L
Sodium Hydroxide 50%	Corrosion Control pH Adjustment	100 mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Wilmington, NC

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L
Sodium Hydroxide 15%	pH Adjustment	333mg/L
Sodium Hydroxide 20%	pH Adjustment	250mg/L
Sodium Hydroxide 25%	pH Adjustment	200mg/L
Sodium Hydroxide 30%	pH Adjustment	165mg/L
Sodium Hydroxide 50%	pH Adjustment	100mg/L

Facility : Distribution Center - Grand Forks, ND

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Cincinnati, OH

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Walbridge, OH

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Portland, OR

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	Corrosion & Scale Control	333mg/L
Caustic Soda 20%	Corrosion & Scale Control	250mg/L

Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 30%	Corrosion & Scale Control	165mg/L
Caustic Soda 33%	Corrosion & Scale Control	152mg/L
Caustic Soda 35%	Corrosion & Scale Control	143mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Altoona, PA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 35%	Corrosion & Scale Control pH Adjustment	143mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Bunola, PA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L

Caustic Soda 35%	Corrosion & Scale Control pH Adjustment	143mg/L
Caustic Soda 40%	Corrosion & Scale Control pH Adjustment	125mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Morrisville Steel Road, PA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 19%	pH Adjustment	263mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Philadelphia, PA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 18%	pH Adjustment	277mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 32%	pH Adjustment	156mg/L
Caustic Soda 50%	pH Adjustment	100mg/L
Sodium Hydroxide 15%	pH Adjustment	333mg/L
Sodium Hydroxide 18%	pH Adjustment	277mg/L
Sodium Hydroxide 20%	pH Adjustment	250mg/L
Sodium Hydroxide 25%	pH Adjustment	200mg/L
Sodium Hydroxide 30%	pH Adjustment	165mg/L

Sodium Hydroxide 32%	pH Adjustment	156mg/L
Sodium Hydroxide 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Middletown, PA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 35%	Corrosion & Scale Control pH Adjustment	143mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda 7%	Corrosion & Scale Control	700mg/L
Sodium Hydroxide 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 35%	Corrosion & Scale Control pH Adjustment	143mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 7%	Corrosion & Scale Control pH Adjustment	700mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Morrisville, PA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 50%	pH Adjustment	100mg/L
Sodium Hydroxide 25%	pH Adjustment	200mg/L
Sodium Hydroxide 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Providence, RI

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 10% Solution	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 25% Solution	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 35% Solution	Corrosion & Scale Control pH Adjustment	143mg/L
Caustic Soda 50% Solution	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Spartanburg, SC

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 20%	Corrosion Control pH Adjustment	250 mg/L
Caustic Soda 25%	Corrosion Control pH Adjustment	200 mg/L
Caustic Soda 32%	Corrosion Control pH Adjustment	156mg/L
Caustic Soda 50%	Corrosion Control pH Adjustment	100 mg/L
Sodium Hydroxide 20%	Corrosion Control pH Adjustment	250 mg/L

Sodium Hydroxide 25%	Corrosion Control pH Adjustment	200 mg/L
Sodium Hydroxide 30-49%	Corrosion Control pH Adjustment	100mg/L
Sodium Hydroxide 32%	Corrosion Control pH Adjustment	156mg/L
Sodium Hydroxide 50%	Corrosion Control pH Adjustment	100 mg/L
Weak Caustic	Corrosion Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Chattanooga, TN

Sodium Hydroxide

Trade Designation	***Product Function***	***Max Use***
Caustic Soda 20%	pH Adjustment Corrosion & Scale Control	250mg/L
Caustic Soda 25%	pH Adjustment Corrosion & Scale Control	200mg/L
Caustic Soda 50%	pH Adjustment Corrosion & Scale Control	100mg/L
Sodium Hydroxide 20%	pH Adjustment Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	pH Adjustment Corrosion & Scale Control	200mg/L
Sodium Hydroxide 50%	pH Adjustment Corrosion & Scale Control	100mg/L

Facility : Murfreesboro, TN

Sodium Hydroxide

Trade Designation	***Product Function***	***Max Use***
Caustic Soda 20%	Corrosion Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion Control pH Adjustment	200mg/L

Caustic Soda 50%	Corrosion Control pH Adjustment	100mg/L
Sodium Hydroxide 20%	Corrosion Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	Corrosion Control pH Adjustment	200mg/L
Sodium Hydroxide 50%	Corrosion Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Borger, TX

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Houston, TX

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda - 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda - 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda 20%	pH Adjustment Corrosion & Scale Control	250mg/L
Caustic Soda 27%	pH Adjustment Corrosion & Scale Control	185mg/L

Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide - 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide - 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 20%	pH Adjustment Corrosion & Scale Control	250mg/L
Sodium Hydroxide 27%	pH Adjustment Corrosion & Scale Control	185mg/L
Sodium Hydroxide Solution	pH Adjustment Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Salt Lake City, UT

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Chester, VA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25%	Corrosion Control pH Adjustment	200mg/L
Caustic Soda 32%	Corrosion Control pH Adjustment	156mg/L
Caustic Soda 50%	Corrosion Control pH Adjustment	100mg/L
Sodium Hydroxide 25%	Corrosion Control pH Adjustment	200mg/L

Sodium Hydroxide 32%	Corrosion Control pH Adjustment	156mg/L
Sodium Hydroxide 50%	Corrosion Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Vancouver, WA

Sodium Hydroxide

Trade Designation	***Product Function***	***Max Use***
Caustic Soda 15%	Corrosion & Scale Control	333mg/L
Caustic Soda 20%	Corrosion & Scale Control	250mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 30%	Corrosion & Scale Control	165mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 15%	Corrosion & Scale Control	333mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control	165mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center – Spokane, WA

Sodium Hydroxide

Trade Designation	***Product Function***	***Max Use***
Caustic Soda - 25%	pH Adjustment Corrosion & Scale Control	200mg/L
Caustic Soda - 50%	pH Adjustment Corrosion & Scale Control	100mg/L
Sodium Hydroxide - 25%	pH Adjustment Corrosion & Scale Control	200mg/L
Sodium Hydroxide - 50%	pH Adjustment Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Kent, WA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 15%	Corrosion & Scale Control	333mg/L
Caustic Soda 20%	Corrosion & Scale Control	250mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 30%	Corrosion & Scale Control	165mg/L
Caustic Soda 33%	Corrosion & Scale Control	152mg/L
Caustic Soda 35%	Corrosion & Scale Control	143mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Cincinnati Dues Drive, OH

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 12.5%	Corrosion & Scale Control pH Adjustment	400mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 35%	Corrosion & Scale Control pH Adjustment	143mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Dallas Bekay Street, TX

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 20%	Corrosion Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion Control pH Adjustment	200mg/L
Caustic Soda 50%	Corrosion Control pH Adjustment	100mg/L
Sodium Hydroxide 20%	Corrosion Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	Corrosion Control pH Adjustment	200mg/L
Sodium Hydroxide 50%	Corrosion Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Houston, TX

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250 mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200 mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100 mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250 mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200 mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100 mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Phoenix 45th Avenue, AZ

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Univar Solutions USA Inc. DBA Univar USA Inc.

17425 Northeast Union Hill Road
Redmond, WA 98052
United States
425-889-3400

Facility : # 18 USA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 32%	Corrosion & Scale Control pH Adjustment	156mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 32%	Corrosion & Scale Control pH Adjustment	156mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

Number of matching Manufacturers is 2

Number of matching Products is 420

Processing time was 2 seconds

NACD Responsible Distribution Process
Code of Management Practice

Each member company shall have an active program designed to continuously improve safety and reduce incidents. This Code does not impose upon member companies any obligation to guarantee compliance by third parties, i.e., parties over whom the member companies have no control. This program shall include:

I. Risk Management

A. Senior management commitment, through policy, communications, and resources, to on-going improvements in chemical distribution safety.

B. Regular review with suppliers of the hazards of materials.

C. Identification and implementation of risk reduction measures.

II. Compliance Review and Training

A. A process for monitoring regulations and industry practices for their application to chemical distribution activities.

B. A process for implementing applicable regulations and industry practices that apply to chemical distribution activities.

C. Training for all employees in the implementation of applicable regulations, as well as member company's specific requirements.

D. A process for review of employee compliance with applicable regulations and member company's specific requirements and review of outside contractor and re-seller compliance with member company's specific requirements.

III. Carrier Selection

A. A process for selecting carriers to transport chemicals that includes carrier safety and fitness, security, regulatory compliance, and performance review.

IV. Handling and Storage

A. Procedures for ensuring that containers are appropriate for the chemical being shipped, comply with regulatory requirements, and are free from leaks and visible defects.

B. Criteria for the cleaning and re-use of transportation equipment and chemical containers, and the proper disposal of cleaning residues.

C. Procedures for loading and unloading chemicals at the member company's facilities that result in protection of personnel, a reduction in emissions to the environment, and ensures that chemicals are loaded and unloaded into and out of proper storage facilities.

D. A program for providing manufacturer guidance and information to customers, warehouses, terminals and/or carriers on procedures for loading, unloading, and/or storing chemicals.

E. A process for selecting owned and contracted facilities and sites for chemical storage or handling that emphasizes safety, fitness and includes reviews.

F. Documentation of current operating procedures for handling and storing chemicals.

G. Facility design, construction, maintenance, inspection, and security practices that promote facility integrity, consistent with recognized codes and regulations.

H. Develop a process for addressing chemical site and chemical transportation security.

I. Provisions for control of processes and equipment during emergencies resulting from natural events, utility disruptions, and other external conditions.

J. Procedures to properly label and mark packages and containers.

V. Job Procedures and Training

A. Identification of the skills and knowledge necessary to perform each job.

B. Establishment of procedures and work practices for safe operating and maintenance activities.

C. Training for all personnel to reach and maintain proficiency in safe work practices and the skills and knowledge necessary to perform their job, including confirmation of competence.

D. Programs designed to assure that personnel in safety critical jobs are fit for duty and are not compromised by external influences, including alcohol and drug abuse.

E. Outside Contractors: In areas where hazardous materials are present, members shall have a process in place to inform contractors of the known hazards and the emergency action plan.

VI. Waste Management and Conservation Practices

A. Procedures to ensure that all self-generated waste and empty containers are disposed of in a responsible manner, and in accordance with existing regulations.

B. A clear commitment by senior management through policy communications, resources, and programs to ongoing waste reductions and pollution prevention at each member facility.

C. A commitment to institute resource conservation measures.

VII. Emergency Response and Public Preparedness

A. A process for responding to, reporting on, and investigating chemical distribution incidents and releases involving the member company's chemicals, and implementation of appropriate preventive measures developed form that investigative process.

B. A system of internal investigation, reporting, appropriate corrective action, and follow-up for each incident and/or near miss that result or could have resulted in chemical incidents or releases.

C. Procedures for making emergency response information concerning the member company's chemicals available to response agencies.

D. Communication with state and/or local emergency planning commissions and response organizations on the potential hazards of the member company's chemicals.

E. Annual review, testing, and assessment of the operability of the member company's written emergency action and fire prevention plan and/or emergency response plan.

F. Facility tours for first responders to promote emergency preparedness and to provide current knowledge of facility operations.

G. Coordination of the written facility emergency response plan with the local emergency response team and other facilities. If no community plan exists, the facility should assist with efforts to create one.

H. Participation in the Local Emergency Planning Committee's process to develop and periodically test the local emergency response plan.

VIII. Community Outreach

A. Interaction with organizations, associations, government officials and/or the public on behalf of NACD's Responsible Distribution Process℠.

B. Information and updated for employees on the Responsible Distribution Process℠ to encourage key employees to become involved in community outreach efforts.

C. Advocacy of responsible public policies and regulations for chemical distribution.

IX. Product Stewardship

Customers

A. A process to qualify customers as prescribed by governmental regulation.

B. Member companies should work with customers to foster appropriate dissemination of information on the proper use, handling and disposal of products commensurate with product risk. A member may decide to cease doing business with customers whose practices are clearly inconsistent with the Responsible Distribution Process℠.

X. Internal RDP Audits

A. Member companies shall establish documented procedures for regularly scheduled INTERNAL AUDITS to verify the implementation of policies and procedures supporting the RDP Code of Management Practice. The audits will be used to evaluate the effectiveness of the policies and procedures. Internal Audits shall be done on a yearly basis beginning with successful completion of the Interim Verification Process.

B. Audits shall be recorded and results brought to the attention of appropriate management personnel who must take timely corrective or preventive action. Annual audit results should be retained until the next Third-party On-Site Verification is completed.

XI. RDP Corrective and Preventive Action

A. Member companies shall establish a CORRECTOVE AND PREVENTIVE ACTION system for RDP related issues. This system should permit the identification and communication of inadequacies or improvements in each member company's implementation of RDP.

B. Member companies shall establish and maintain procedures for implementing corrective action and preventive actions arising from internal and external audits or other sources. Any corrective or preventive action taken to resolve the cause or RDP implementation inadequacy shall be appropriate, as determined by member company management, to the magnitude of the cause or inadequacy and commensurate with the risk involved.

XII. RDP Document and Data Control

A. Member companies shall establish and maintain a documented system to control all policies and procedures supporting RDP. In addition, member companies shall maintain a documented system to control the documents and data relating to RDP itself as issued by the National Association of Chemical Distributors (NACD).

B. Data includes any of the above that is electronically stored and utilized.

C. These documented procedures shall include provisions for review and approval of any new or revised policies and procedures by the authorized personnel within the member company.

D. A master list or functionally equivalent document control system identifying the current version of each document shall be established and be readily available to preclude the use of invalid and/or obsolete documents. The system shall ensure that:

   Changes to documents and data shall be reviewed and approved by the same function/organization that performed the original review and approval, unless specifically designated otherwise. These functions/organizations shall have access to pertinent background information upon which to base their review and approval. Where practical, the nature of the change shall be identified in the document or appropriate attachments.

NACD Responsible Distribution Process

Guiding Principles

1. To recognize and respond to community concerns about chemicals, their handling, and transportation.

2. To make health, safety, security, and environmental considerations a priority in our planning for all existing and new operations, products, processes, and facilities.

3. To inform emergency response officials, employees, customers, and the public of manufacturer's information on chemical-related health or environmental hazards, and the manufacturer's recommendations on protective measures.

4. To work with customers, in accordance with manufacturer's recommendations, on product stewardship including handling, use, transportation, and disposal of chemical products.

5. To operate our plants and facilities in a manner that protects the health and safety of our employees, the public and the environment.

6. To cooperate in resolving problems created by past handling and disposal of hazardous chemicals.

7. To participate with government and others in crating responsible laws, regulations, and practices to help safeguard the community, workplace, and environment.

8. To promote the principles and practices of Responsible Distribution Process℠ by sharing experiences and offering assistance to others who produce, handle, use, transport, or dispose of chemicals.

NACD Responsible Distribution Process®

RDP – What Is It?

Univar is a member of the National Association of Chemical Distributors. This trade association developed the Responsible Distribution Process℠ (RDP), which focuses on the responsible management and distribution of chemicals.

RDP emphasizes continual improvement in the health, safety, security, and environmental performance of all NACD member companies. This includes a commitment to comply with environmental, health and safety regulations; providing critical product safety information to employees, contractors and customers; while working with local communities and neighbors to respond to their needs. RDP consists of a set of Guiding Principles and the Code of Management Practice. This Code includes 47 specific requirements, divided into twelve sections:

- Risk Management
- Compliance Review and Training
- Carrier Selection
- Handling and Storage
- Job Procedures and Training
- Waste Management & Conservation
- Emergency Response/Public Preparedness
- Community Outreach
- Product Stewardship
- Internal RDP Audits
- RDP Corrective & Preventive Action
- RDP Document & Data Control

A key requirement of RDP and a condition of membership in NACD is verification of members' RDP policies and procedures by a third-party firm. Univar received the first Third-Party verification in 1995 and received a compliance certificate. We were re-certified in 2000 and again in 2004.

Univar maintains a leadership position in NACD, and remains firmly committed to the Responsible Distribution Process and its objective of promoting continual improvement in chemical handling and distribution.

NACD Responsible Distribution Process®

Company ID Number: 176511

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Univar USA Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

   B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

Company ID Number: 176511

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties**:** Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

Company ID Number: 176511

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

Company ID Number: 176511

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Univar USA Inc.

Linda J Jennings	
Name (Please Type or Print)	**Title**
Electronically Signed	01/06/2009
Signature	**Date**

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	**Title**
Electronically Signed	01/06/2009
Signature	**Date**

Company ID Number: 176511

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Univar USA Inc.
Company Facility Address:	17425 NE Union Hill Rd.
	Redmond, WA 98052
Company Alternate Address:	
County or Parish:	KING
Employer Identification Number:	911347935
North American Industry Classification Systems Code:	423
Parent Company:	
Number of Employees:	2,500 to 4,999
Number of Sites Verified for:	157

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

- LOUISIANA 3 site(s)

Company ID Number: 176511

- UTAH 2 site(s)
- MARYLAND 1 site(s)
- HAWAII 1 site(s)
- VIRGINIA 3 site(s)
- WYOMING 2 site(s)
- RHODE ISLAND 1 site(s)
- GEORGIA 7 site(s)
- NEBRASKA 1 site(s)
- OREGON 2 site(s)
- MINNESOTA 2 site(s)
- WASHINGTON 6 site(s)
- IDAHO 2 site(s)
- KENTUCKY 2 site(s)
- NORTH CAROLINA 6 site(s)
- FLORIDA 11 site(s)
- PENNSYLVANIA 7 site(s)
- OHIO 7 site(s)
- WISCONSIN 2 site(s)
- INDIANA 5 site(s)
- NEVADA 2 site(s)
- NEW YORK 5 site(s)
- NEW JERSEY 3 site(s)
- NEW MEXICO 2 site(s)
- SOUTH CAROLINA 3 site(s)
- KANSAS 1 site(s)
- IOWA 1 site(s)
- MASSACHUSETTS 3 site(s)
- PUERTO RICO 1 site(s)
- OKLAHOMA 3 site(s)
- CALIFORNIA 13 site(s)
- ALASKA 1 site(s)
- COLORADO 1 site(s)
- MICHIGAN 4 site(s)
- MISSOURI 6 site(s)
- ALABAMA 3 site(s)
- ARIZONA 3 site(s)
- TEXAS 21 site(s)
- TENNESSEE 6 site(s)
- ILLINOIS 2 site(s)

Company ID Number: 176511

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Linda J Jennings**		
Telephone Number:	**(425) 889 - 3648**	Fax Number:	**(425) 889 - 4123**
E-mail Address:	**linda.jennings@univarusa.com**		
Name:	**Tracy Bylund**		
Telephone Number:	**(425) 889 - 3484**	Fax Number:	**(425) 889 - 4123**
E-mail Address:	**tracy.bylund@univarusa.com**		

ADDENDUM NO. 1

BID NO. 2023-006
FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT

March 23, 2023

TO ALL BIDDERS:

Please incorporate the following information/clarifications, changes, additions, and/or deletions into the bid packet for the above referenced project:

QUESTIONS AND CLARIFICATIONS:

1. Would Margate be willing to review anything less than a three-year firm price?

   The City of Margate bids for a one (1) year Agreement and the Agreement shall have the option to renew for four (4) additional one (1) year extensions.

   REMOVE: PAGE 20

   REPLACE: PAGE 20a

   REMOVE: PAGE 23

   REPLACE: PAGE 23a

This addendum consists of four (4) pages.

There are no other changes at this time.

Wylene Sprouse NIGP-CPP, CPPB

Wylene Sprouse NIGP-CPP, CPPB
Purchasing Supervisor
3/23/2023

Please sign and return the acknowledgment page of this addendum by email or by fax. The original acknowledgement page is to be included with your qualifications submission.

ACKNOWLEDGEMENT FORM

ADDENDUM NO. 1

BID NO. 2023-006
FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT

I acknowledge receipt of Addendum No. 1 for BID No. 2023-006, Furnish and Deliver Sodium Hydroxide 50% by Weight. This addendum contains four (4) pages. Please include the original of this form in your qualifications submission.

Company Name: Allied Universal Corporation

Address: 3901 NW 115 Avenue., Miami, FL 33178

Name of Signer Cristhianne Munguia
(please print)

Signature: _____

Date: March 23, 2023

Telephone: 305-888-2623

Facsimile: _____

Please fax your completed form to (954) 935-5258 or e-mail to purchase@margatefl.com.

Wylene Sprouse NIGP-CPP, CPPB

Wylene Sprouse NIGP-CPP, CPPB
Purchasing Supervisor
03/23/2023

NOTE: The original of this form must be included with your BID submission.

CITY OF MARGATE

FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT BID 2023-006

BID BOND REQUIRED: N/A

BID OPENING DATE: THURSDAY, MARCH 30, 2023

BID OPENING TIME: 11:00 AM

ALL PROPOSALS MUST BE RECEIVED BY THE PURCHASING DIVISION PRIOR TO THE DATE AND TIME SPECIFIED ABOVE

TABLE OF CONTENTS

PART I – GENERAL CONDITIONS	PAGE NO.
BASIC DEFINITIONS	3 – 4
NOTICE INVITING BIDS	5
INSTRUCTIONS TO BIDDERS	6 – 22
SPECIAL CONDITIONS	23 – 31
BID PROPOSAL FORM	32 – 33
SCHEDULE OF BID PRICES	34
BIDDER'S GENERAL INFORMATION	35 - 36
BID BOND	N/A
REFERENCE SHEET	37
COMPLIANCE WITH OSHA	38
STATEMENT OF NO BID	39
DRUG FREE WORKPLACE FORM	40
NON-COLLUSIVE AFFIDAVIT FORM	41 – 42
SCRUTINIZED COMPANIES CERTIFICATION	43
OFFEROR'S QUALIFICATION FORM	44 – 48
E-VERIFY FORM	49
SAMPLE INSURANCE FORM	ATTACHMENT A

1.1 BASIC DEFINITIONS

Whenever used in these Bid Specifications or in an ensuing agreement, the following terms have the meanings indicated which are applicable to both singular and plural:

1.1.1 AGREEMENT – The written agreement between the City and Contractor covering the Work to be performed including other documents that are attached to the Agreement or made a part thereof.

1.1.2 CHANGE ORDER – A document which is signed by Contractor and City and authorizes an addition, deletion or revision in the Work within the general scope of this Agreement, or an adjustment in the Contract Price or the Contract Time, issued on or after the effective date of the Agreement.

1.1.3 CITY – The City Commission of the City of Margate, Florida with whom the Contractor has entered into an Agreement and for whom the Work is to be provided.

1.1.4 CONTRACTOR - A person or company that undertakes a contract to provide materials or labor to perform a service or do a job.

1.1.5 BID DOCUMENTS – The bid documents consist of the General and Special Conditions, Technical (Drawings, Plans and Specifications), Non-Collusion Affidavit, Scrutinized Companies Certification, Contract, Notice of Award, Certificate of Insurance, Bonds and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements, Change Orders and Work Directive Changes issued on or after the effective date of the Contract.

1.1.6 DEFECTIVE – An adjective which when modifying the Work refers to the Work that is unsatisfactory, faulty or deficient, or does not conform to the Bid Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Bid Documents, or has been damaged prior to final payment.

1.1.7 DRAWINGS – The drawings which show the character and scope of the Work to be performed and which are referred to in the Bid Documents.

1.1.8 EFFECTIVE DATE OF THE AGREEMENT – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver or upon receipt of a signed purchase order by the Contractor.

1.1.9 ARCHITECT – N.A.

1.1.10 FIELD ORDER – A written order issued by the City or City's Representative which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Time.

1.1.11 NOTICE TO PROCEED – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run, and on which the Contractor shall start to perform the Contractor's obligations under the Bid Documents.

1.1.12 PROJECT – The total construction for which the Contractor is responsible under this Agreement, including all labor, materials, equipment and transportation used or incorporated in such construction or for the completion of the project and delivery.

1.1.13 SPECIFICATIONS – Those portions of the Bid Documents consisting of written descriptions of materials, equipment, construction systems, standards, and Workmanship as applied to the Work and certain administrative details applicable thereto.

1.1.14 SUBCONTRACTOR – An individual, firm, or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the Work.

1.1.15 SUPPLIER – A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.1.16 WORK – Work is a result of performing services, specifically, including but not limited to construction, labor furnished, soil borings, equipment and materials used or incorporated in the construction of the entire project as required by the Bid Documents.

1.1.17 WORK CHANGE DIRECTIVE – A written directive to Contractor issued on or after the effective date of the Agreement and signed by City ordering an addition, deletion, or revision in the Work. A Work Change Directive shall not change the Contract Price or Time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Time.

1.1.18 WRITTEN AMENDMENT – A written amendment of the Bid Documents, signed by City or Contractor on or after the Effective Date of the Agreement and normally dealing with the non-architectural, or non-technical aspects rather than strictly Work related aspects of the Bid Documents.

NOTICE INVITING BIDS

SUBMITTING PROPOSALS: Sealed bids will be accepted in the Purchasing Division Office, 5790 Margate Boulevard, Margate, FL 33063 until 11:00 A.M., Thursday March 30, 2023 for a completed project to **Furnish and Deliver Sodium Hydroxide 50% by Weight.**

All bids received will be publicly opened at the close of bidding in the Commission Chambers of City Hall. Bid prices will not be read aloud, only the names of the Bidders will be disclosed. All bidders or their representatives are invited to be present.

It will be the sole responsibility of the bidders to deliver its proposal to the Purchasing Division on or before the date and time specified. Bids received after the specified date and time will not be considered, and will be returned unopened to the bidder.

NO FAXED OR ELECTRONICALLY TRANSMITTED BIDS WILL BE ACCEPTED. One original copy and one electronic version (on a USB drive) shall be submitted in a sealed envelope and plainly marked on the outside of the envelope; the bidder's name and address followed by **"SEALED BID FOR Bid No.2023-006, FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT"** address where bid is to be delivered or mailed to, and the date and time of the bid opening.

Bids must be submitted on the Bid Proposal Form(s) provided herein. Failure to do so will be cause for bid to be rejected. Proposals having an erasure or correction must be initialed by the bidder in ink. Bids shall be signed in ink; all quotations shall be typewritten and filled in with pen and ink.

COMPLETION OF WORK: See Special Conditions.

The Bidder shall guarantee the total bid price for a period of 90 days from the date of bid opening.

PROJECT ADMINISTRATION: All technical questions relative to the Work shall be directed to

Mr. Wendell Wheeler
Plant Manager
6630NW 9th Street
Margate, FL 33063
(954) 972-0828

The City of Margate reserves the right to waive informalities and/or irregularities in any bid and further reserves the right to reject any and all bids and to take any other action that may be deemed necessary in its best interest.

Wylene Sprouse, NIGP-CPP, CPPB
Purchasing Supervisor

GENERAL CONDITIONS

INSTRUCTIONS TO BIDDERS

1. **DEFINED TERMS:** Terms used in these Instructions to Bidders and the Notice Inviting Bids which are defined in the General Conditions, have the meaning assigned to them in the General Conditions. The term "bidder" means one who submits a bid directly to City, as distinguished from a sub-bidder, who submits a bid to a bidder.

2. **COMPETENCY OF BIDDER:** In selecting the bid which best meets the interests of the City, consideration will be given not only to the financial standing, but also to the general competency of the bidder for the performance of the Work covered by the bid. To this end, each bid shall be supported by a statement of the bidder's experience as of recent date on the form entitled **"Reference Sheet"** herein. A "NO BID" for the Work will be accepted from a contractor who does not hold a valid contractor's license in the State and County where the Work is to be performed (if required by State or County) applicable to the type of Work bid upon at the time of opening bids.

3. **DISQUALIFICATION OF BIDDER:** More than one bid from an individual firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes that any bidder is interested in more than one bid for the Work contemplated, all bids in which such bidder is interested will be rejected. If the City has reason to believe that collusion exists among the bidders, all bids will be rejected.

4. **BIDDER'S EXAMINATION OF BID DOCUMENTS AND SITE:**

   4.1 It is the responsibility of each bidder before submitting a bid, to:

   (a) Examine the Bid Documents thoroughly,
   (b) Visit the site to become familiar with local conditions that may affect cost, progress, or performance of Work,
   (c) Consider federal, state, and local laws and regulations that may affect cost, progress, or performance of Work,
   (d) Study and carefully correlate the bidder's observations with the Bid Documents, and,
   (e) Notify the City or the City's Representative of all conflicts, errors, or discrepancies in the Bid Documents.

   4.2 The submission of a Bid will constitute an incontrovertible representation by the bidder that the bidder has complied with every requirement of "Bidders Examination of Bid Documents and Site" contained herein, that without exception the bid is premised upon performing the Work required by the Bid Documents and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. **INTERPRETATIONS:** All questions about the meaning or intent of the Bid Documents are to be directed to the City or the City's Representative in writing. Interpretations or clarifications considered necessary in response to such questions will be issued by written Addenda to all parties recorded by the City or the City's Representative as having received the Bid Documents. Questions received less than 7 business days prior to the date for opening of bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Contractor's responsibility to contact the City prior to the bid opening to determine if any addenda have been issued on the project.

6. **BID SECURITY, BONDS: (IF REQUIRED)** Each bid shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the Bid Documents. Said check or bond shall be made payable to the City and shall be given as guarantee that the bidder, if awarded the bid will enter into an Agreement with the City, and shall furnish the necessary insurance certificates, payment and performance Bonds **(IF REQUIRED)**, each of said bonds to be in the amount stated in the Agreement. In case of refusal or failure by bidder to enter into an Agreement, the check or bid bond shall be forfeited to the City. If the bidder elected to furnish a bid bond as its bid security, the bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form.

7. **RETURN OF BID SECURITY:** Within 14 business days after award of the bid or Agreement, the City will return the bid securities for the bids not considered in making the award. All other bid securities will be held until the Agreement has been fully executed. They will then be returned to the respective bidders whose bids they accompany.

8. **BID FORM:** The bid shall be made on copies of the bidding schedule bound herein.

9. **SUBMISSION OF BIDS:** Refer to **NOTICE INVITING BIDS.**

10. **DISCREPANCIES IN BIDS:** In the event there is more than one bid item in a bidding schedule, the bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the bid non-responsive and may cause its rejection. In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the Contractor shall be bound by said correction. In the event there is more than one bid item in the bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Contractor shall be bound by said correction.

11. **QUANTITIES OF WORK:** The quantities of Work or materials stated in unit price items of the bid are supplied only to give an indication of the general scope of the Work; the City does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the amount of any unit price item of the Work by an amount up to and including 25 percent of any bid item, without a change in the unit price, and shall include the right to delete any bid item in its entirety, or to add additional bid items up to and including and aggregate total amount not to exceed 25 percent of the Agreement Price.

12. **WITHDRAWAL OF BID:** The bid may be withdrawn by the bidder by means of a written request, signed by the bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the **NOTICE INVITING BIDS** for receipt of bids prior to the scheduled closing time for receipt of bids.

13. **MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS:** Unauthorized conditions, limitations, or provisos attached to the bid will render it informal and may cause its rejection as being non-responsive. The completed bid forms shall be without interlineations, alterations, or erasure in the printed text. Alternative bids will not be considered unless called for. An oral, telegraphic, telephonic, faxed or electronically transmitted bid or modification will not be considered.

14. **OR EQUAL: (Unless otherwise specified in the Bid Documents)** Manufacturer's name, brand name and model number are used in these specifications for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design required and is in no way intended to prohibit the bidding of other manufacturer's items of equal material. Equal may be bid providing units bid are equal to or exceed the quality, standards of performance, design, etc. to the item specified.

Where equal is bid, proposals must be accompanied with factory information sheets (specifications, brochures, etc.) of unit bid as equal. The City shall be the sole judge of equality and our decision will be final in the City's best interest.

Any equipment delivered under this proposal will be new, the manufacturer's latest model, and carry the standard factory warranty.

15. **AWARD OF BID:** Award of a bid, if it be awarded, will be made to the bid which is deemed to be in the best interest of the City of Margate as determined in the sole discretion of the City. Unless otherwise specified, any such award will be made within the period stated in the **NOTICE INVITING BIDS** that the bids are to remain open. Unless otherwise indicated, a single award will be made for all the bid items in an individual bidding schedule. In the event the Work is contained in more than one bidding schedule, the City may award schedules individually or in combination. In the case of two (2) bidding schedules which are alternative to each other, only one (1) of such alternative schedule will be awarded. The City reserves the right to accept or reject any or all bids/parts of bids, to waive informalities in any bid, or to take any other action that is deemed to be in the best interest of the City.

16. **EXECUTION OF AGREEMENT:** The bidder to whom award is made shall execute a written agreement on the form of agreement provided, or by accepting City's purchase order and shall secure and furnish all bonds required by the Bid Documents within ten (10) calendar days after receipt of the agreement forms or purchase order from the City. Failure or refusal to enter into an agreement or accept City's purchase order as herein provided or to conform to any stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid Security. The sample Agreement, **if required**, as attached to this bid document is in substantially executable form. City does not intend to allow or accept modifications to the general format. If the bidder who has been awarded the bid pursuant to Paragraph 15 refuses or fails to execute the Agreement, the City may award the Agreement to whichever bidder it determines next best serves its interest. On the failure or refusal of such second or third bidder (who was awarded the Agreement) to execute the Agreement, each such bidder's bid security shall be likewise forfeited to the City.

17. **SITE INSPECTION:** Bidder is responsible for a site inspection and final determination of all materials, labor, and equipment required in its proposal. Contractor will obtain complete data at the site and inspect surfaces that are to receive his/her Work. Before proceeding with Work, Contractor will be solely responsible for accuracy of measurements and laying out of Work; and will correct errors or defects due to faulty measurements taken, information obtained, layout, or due to failure to report discrepancies.

18. **GOVERNMENT RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material/quality, Workmanship, or performance of the items/services offered on the bid prior to delivery/performance, it shall be the responsibility of the successful bidder to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustment occasioned hereby, or to cancel the Agreement at no further expense to the City.

19. **PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** Pursuant to the requirements of s. 287.133 (2)(a), Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

20. **DISCRIMINATORY VENDOR LIST:** Pursuant to the requirements of s. 287.134 (2)(a) , Florida Statutes, "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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."

21. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered, as a result of this bid.

22. **TAXES:** The City is exempt from all Federal and State taxes. Contractor shall pay all sales, consumer, use and other similar taxes required, to be paid by the Contractor in accordance with the laws and regulations of the State of Florida and its political subdivisions. Contractor is responsible for reviewing the pertinent State Statutes involving such taxes and complying with all requirements.

23. **STANDARDS OF SAFETY:** The Bidder warrants that the product(s) and services supplied to the City conform in all respects to the standards set forth in the Occupational Safety and Health Act and its amendments and to any industry standards if applicable. Bid Proposal must be accompanied by Safety Data Sheet(s). (See attachment – Compliance with Occupational Safety and Health Act)

    The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to; (1) employees on the Work site and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at or adjacent to the site.

    The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury, or loss.

    Roadways have school crossing areas that are active before 8:30 A.M. and after 2:00 P.M. Contractor shall keep all crosswalk areas clear during periods when school children are present. All sidewalks shall be kept clear of any excess debris and shall not be barricaded or taped off during nights and weekends.

    Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury, or loss to all employees on the Work site and other persons and organizations who may be affected thereby; all the Work and materials and equipment to be incorporated therein, whether in storage on or off site; and other property at the site or adjacent thereto.

24. **NO BID:** Refer to "STATEMENT OF NO BID" form incorporated into the bid proposal document.

25. **SILENCE OF SPECIFICATIONS:** The apparent silence of this specification and any supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All Workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.

26. **CITY PERMITS:**
    The Contractor shall be required to obtain all necessary permits from the City Engineering and/or Building Departments. If the schedule of Bid Prices does not include a permit allowance line item,

permit fees should be included in your bid proposal. All permit applications shall be made using the City's online permitting system **ePermitting-ProjectDox** and can be obtained from the City's website at www.margatefl.com under **BUILDING DEPARTMENT** for City Building permits and under **ENVIRONMENTAL AND ENGINEERING SERVICES DEPARTMENT** for City Engineering permits. City Building permit fees are NOT waived and the cost should be included in the bid. Non-City permit fees (County and other regulatory agencies) are not waived and shall be included in the bid. City Engineering permits will not have a fee. Any questions regarding the requirements to obtain a permit from the City of Margate Building Department should be directed to (954) 970-3004. All City Engineering permits questions should be directed to DEES Department at (954) 972-0828.

27. **NOTICE TO PROCEED: The Contractor shall commence Work within ten (10) calendar days after receipt** of Notice to Proceed or Purchase Order from the City unless otherwise stated.

28. **LIABILITY INSURANCE:** The bidder will assume the full duty, obligation, and expense of obtaining all insurance required. The City shall be **additional insured** under all policies required by this proposal and Contractor shall be required to provide all necessary endorsements to the City of Margate. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder or its agents or any person the bidder has designated in the completion of its contract as a result of the bid. The successful bidder shall furnish to the Purchasing Division, City of Margate, 5790 Margate Blvd., Margate, Florida 33063 original certificates of insurance which indicate that the insurance coverage has been obtained or otherwise secured in a manner satisfactory to the City in an amount equal to 100% of the requirements provided herein and shall be presented to City prior to issuance of any Agreement(s) or award(s) document(s) which meets the requirements as outlined on sample certificate. Additionally, any subcontractor hired by the Contractor for this project shall provide insurance coverage as stated herein. City shall not be responsible for purchasing and maintaining any insurance to protect the interests of Contractor, subcontractors or others on the Work site. City specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.

29. **IDENTICAL TIE BIDS**: Refer to the **Drug Free Workplace Program Form** attachment for information on how tie bids will be handled.

30. **CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all proposers must disclose if any City employee or elected official is also an owner, corporate officer, or employee of their business. If such a relationship(s) exist, the Proposer must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.

31. **FORCE MAJEURE:** Seller's failure to make, or buyer's failure to take, any delivery or deliveries when due, if caused by Force Majeure as hereinafter defined, shall not constitute a default hereunder nor subject the party so failing to any liability to the other, provided however, the party affected by such Force Majeure shall promptly notify the other of the existence thereof and its expected duration and the estimated effect thereof upon its ability obligations hereunder.

    Such party shall promptly notify the other party when such Force Majeure circumstances have ceased to affect its ability to perform its obligations hereunder. The quantity to be delivered hereunder shall be reduced to the extent of the deliveries omitted for such cause or causes, unless both parties agree that the total quantity delivered hereunder remain unchanged. As used herein, the term Force Majeure shall mean and include an ACT OF GOD or the public enemy, accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lockouts, labor troubles, riots, sabotage, embargo, war (whether or not declared and whether or not the United States is a participant) Federal, State, or Municipal Law, regulation, order, license, priority, seizure, requisition, or allocation, failure to delay from transportation, shortage of or inability to obtain supplies, equipment, fuel, labor, or any other circumstances of a similar or different nature beyond the reasonable control of the party so failing.

31.01 COVID-19 PANDEMIC OR OTHER PANDEMICS

31.01.1 Contractor acknowledges that at the time of execution of this Agreement, there is an ongoing, worldwide pandemic related to COVID-19. This pandemic has resulted in certain restrictions on commerce and has resulted in certain delays or shortages in labor, production and supply of construction labor, materials and or equipment. Contractor represents that in arriving at its contract price and contract time, Contractor has considered present COVID-19 pandemic related impacts, including but not limited to; labor shortages, reduced productivity, government regulations, government shut downs, labor price increases, material and or equipment shortages, material and or equipment delivery delays, material and or equipment availability and material and or equipment price increases. Contractor further agrees that Contractor shall not be entitled to any additional money or time as a result of the present effects due to the COVID-19 pandemic except as otherwise set forth within this Section 31.01. Notwithstanding the above, Contractor has given City a Schedule of Values for materials when it submitted its response to the RFP and should the costs of the items in the Schedule of Values increase as a direct result of COVID-19 by more than eight percent (8%) of the amount set forth in the Schedule of Values submitted with the Contractor's response to the RFP then the Contract Price shall be adjusted to account for the difference in price. Contractor shall be responsible for providing City written proof that the increase in materials is directly due to COVID-19.

31.01.2 Contractor shall have in place a COVID-19 mitigation plan to protect employees and to reduce the impact and spread of COVID-19 at the Project. This includes, but is not limited to, performing Work while socially distanced, requiring the wearing of masks while working, regularly sanitizing high touch areas, and providing appropriate sanitizing stations throughout the Project site.

31.01.3 Should there be any change in government COVID-19 regulations by any government or agency with jurisdiction over this Project that impose new regulations applicable to the Project that are not in existence at the time of execution of this Agreement, Contractor shall be entitled to additional time, but not additional money, but only to the extent that Contractor can establish that the change in government COVID-19 regulations impacted the critical path of this Project. If such new applicable government COVID-19 regulations cause Contractor to incur actual documented hard expenses that cumulatively total over Ten Thousand Dollars ($10,000.00) then Contractor shall be reimbursed by the City for such documented hard expenses in excess of Ten Thousand Dollars ($10,000.00). If the cumulative costs Contractor incurs as a result of these changes in government COVID-19 regulations are less than Ten Thousand Dollars ($10,000.00) then Contractor shall not be entitled to any additional money. Entitlement to additional time shall not apply if there are concurrent Project delays for which Contractor is responsible.

31.01.4 In the event of a complete Project shutdown by any government or agency with jurisdiction over this Project related to COVID-19, Contractor shall, within seventy-two hours of the shutdown, provide the City with a written, detailed proposed plan for the City's written approval, of which employees (if any) shall remain during the shutdown, which shall be removed from the Project, what demobilization costs must be incurred, and what ongoing general requirements costs must be incurred. Said plan shall also identify all costs that can be mitigated during the time of the COVID-19 shutdown. Contractor shall not be compensated for demobilization costs but shall be compensated for documented remobilization costs. Contractor shall be paid for the reduced general requirements costs and the employees that remain during the shutdown in accordance with the agreed upon plan. Contractor shall be entitled to additional time, but not additional money for time impacts, but

only to the extent that Contractor can establish that the Project shutdown impacted the critical path of this Project. Entitlement to additional time shall not apply if there are concurrent Project delays for which Contractor is responsible.

31.01.5 Should any employees (including but not limited to Contractor and subcontractor and supplier employees) working on the Project test positive for COVID-19, Contractor shall promptly remove those employees and all with whom they had contact, from the site for the required quarantine period. Said employees shall not be permitted back on site until they have had two (2) negative test results or otherwise comply with the then current and applicable CDC recommendations. During this time, Contractor shall endeavor to bring in replacement employees (at no additional costs to the City) to mitigate the impacts to the Project schedule. Should the reduction in labor result in delays to the critical path of the Project schedule, Contractor shall be entitled to additional time, but not additional money, but only to the extent that Contractor can establish that reduction in labor impacted the critical path of this Project. Entitlement to additional time shall not apply if there are concurrent Project delays for which Contractor is responsible.

31.01.6 The City and Contractor shall work together at no additional cost to the other, to mitigate all future COVID-19 price impacts and/or delays, including but not limited to supplementing labor due to labor shortages, reducing labor and/or overhead if applicable to mitigate daily losses, and exploring alternative selections to materials that may not be delayed or subject to price increases. No changes in materials shall be permitted unless approved in writing via a Change Order by the City, properly executed in accordance with the Contract Documents.

32. WARRANTIES:

Warranty of Title:

The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided hereunder and there are no pending liens, claims or encumbrances whatsoever against said equipment and materials.

Warranty of Specifications:

The Contractor warrants that all equipment, materials, and Workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a Workmanlike manner.

Warranty of Merchantability:

Contractor warrants that any and all equipment to be supplied pursuant to the Agreement is merchantable, free from defects, whether patent or latent in material or Workmanship and fit for the ordinary purposes for which it is intended. Offeror shall confer to the City all warranties offered by manufacturers.

Warranty of Material and Workmanship:

Successful Offeror warrants all material and Workmanship for a minimum of one (1) year from date of completion and acceptance by Owner. If within one (1) year after acceptance by Owner, or within such larger period of time as may be prescribed by law, any of the Work is found to be defective or not in accordance with the bid/contract documents, successful Offeror shall promptly, after receipt of written notice from Owner to do so, correct the Work unless Owner has previously given successful Offeror a written acceptance of such condition. This obligation shall survive termination of the Agreement.

Warranty of Fitness for a Particular Purpose:

Successful Offeror warrants the equipment shall be fit for, and sufficient for, the purpose(s) intended and outlined within this bid/proposal package. Successful Offeror understands and agrees that Owner is purchasing the equipment in reliance upon the skill of the successful Offeror in furnishing the equipment suitable for the purpose stated.

If the equipment cannot be used in the manner stated in the bid/proposal, then Owner, at its sole discretion, may return the equipment to successful Offeror for a full refund of any and all moneys paid for the equipment.

33. **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in the current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

34. **PRESENCE OF ASBESTOS MATERIALS:** If in the course of Work, the Contractor encounters any existing materials which she/he suspects contain asbestos, the Contractor will stop Work in that area immediately and notify the City.

35. **INTENT:** It is the intent of the Bid Documents to describe a functionally complete project in accordance with the plans and specifications. Any Work, materials, or equipment that may reasonably be inferred from the Bid Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws, or regulations in effect at the time of Agreement award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Bid Documents) shall be effective to change the duties and responsibilities of City, Contractor, or any of their consultants, agents or employees from those set forth in the Bid Documents.

36. **CONFLICT, ERROR OR DISCREPANCY:** If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Bid Documents, Contractor shall so report to City or City's Representative in writing at once, and shall obtain a written interpretation or clarification from City or City's Representative before proceeding with the Work affected thereby.

37. **AMENDING AND SUPPLEMENTING BID DOCUMENTS:** The Bid Documents may be amended, upon approval by the City, to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

    1. Change Order;
    2. Formal Written Amendment, or
    3. Work Change Directive.

38. **REPRESENTATION OF CONTRACTOR:** Execution of the Agreement or acceptance of a purchase order by the Contractor is a representation that Contractor has visited the site and become familiar with the local conditions under which the Work is to be performed.

39. **BEFORE COMMENCING OPERATIONS:** Before undertaking each part of the Work, Contractor shall carefully study and compare the Bid Documents and check and verify pertinent figures shown thereon. Contractor shall promptly report in writing to City or City's Representative any conflict, error, or discrepancy, which Contractor may discover and shall obtain a written interpretation or clarification from City or City's Representative before proceeding with any Work affected thereby.

40. CONTRACTOR SERVICES AND RESPONSIBILITIES:

40.1 The Contractor shall assist the City or City's Representative in filing documents required to obtain necessary approvals of governmental authorities having jurisdiction over the project.

40.2 Materials: Unless otherwise specified herein, Contractor shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up and proper completion of the Work.

Contractor warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Bid Documents and that the Work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Bid Documents.

40.3 The Contractor shall keep the City and City's Representative (if applicable) informed of the progress and quality of the Work.

40.4 If requested in writing by the City, the Contractor, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Bid Documents and shall decide, subject to determination by the Architect or Engineer (if applicable), subject to demand for arbitration, claims, disputes and other matters in question relating to performance thereunder by both City and Contractor. Such interpretations and decisions shall be in writing, shall not be presumed to be correct, and shall be given such weight as the arbitrator(s) or the court shall determine.

40.5 The Contractor shall correct Work which does not conform to the Bid Documents.

40.6 Contractor shall comply with and give all notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to the performance of the Work. City shall not be responsible for monitoring Contractor's compliance with any laws and regulations. Contractor shall promptly notify City if the Bid Documents are observed by Contractor to be at variance therewith.

40.7 The Contractor shall pay royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the City harmless from loss on account thereof, except that the City shall be responsible for such loss when a particular design, process or product of a particular manufacturer is required by the City. However, if the Contractor has reason to believe the use of a required design process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly given to the City.

40.8 The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees and parties in privity of Agreement with the Contractor to perform a portion of the Work, including their agents and employees.

40.9 The Contractor shall prepare Change Orders for the City or City Representative's approval and execution in accordance with this Agreement and shall have authority to make minor changes in the design and construction consistent with the intent of this Agreement not involving an adjustment in the Agreement sum or an extension of the Agreement time. The Contractor shall promptly inform the City or City's Representative in writing, of minor changes in the design and construction.

40.10 The Contractor shall notify the City or City's Representative when the Work or an agreed upon portion thereof is substantially completed by issuing a Certificate of Substantial Completion which shall establish the Date of Substantial Completion; shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the Work and insurance; shall include a list of

items to be completed or corrected; and shall fix the time within which the Contractor shall complete items listed therein.

40.11 Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying Contractor's best skill, attention, and expertise. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of construction. Contractor shall be responsible to see that the finished Work complies accurately with the Bid Documents.

40.12 Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Agreement with Contractor. Nothing in the Bid Documents shall create any Contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Bid Documents for the benefit of City.

40.13 Contractor shall obtain and pay for all permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary.

41. **RISK OF LOSS: TITLE:** The risk of loss, injury, or destruction shall be on Contractor until acceptance of the Work by City. Title to the Work shall pass to City upon acceptance of the Work by City.

42. **ACCESS TO WORK:** Contractor shall provide City, City's consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the Work at reasonable times for their observation, inspection and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's site safety procedures and programs so that they may comply therewith.

43. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, save, and hold harmless the City of Margate, its officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorneys' fees, and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

44. **SURVIVAL OF OBLIGATIONS:** All representations, indemnification, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Bid Documents, shall survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

45. **CORRECTION AND REMOVAL OF DEFECTIVE WORK:** If required by City or City's Representative, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by City or City's Representative, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of architects, attorneys and other professionals) made necessary thereby.

46. **PAYMENT TO CONTRACTOR:** Providing all Work has been completed and accepted by the City within thirty (30) days of the City's receipt of a properly submitted and correct Application for Payment or Final Invoice, the City shall make payment to the Contractor.

The Contractor warrants that: (1) title to Work, materials and equipment covered by an Application for Payment or Final Invoice will pass to the City either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment will have been acquired by the Contractor, or any other person performing Work at the site or furnishing materials or equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

47. PAYMENT TO SUBCONTRACTORS: The City shall have no obligation to pay or to be responsible in any way for payment to a subcontractor of the Contractor except as may otherwise be required by law.

48. CITY'S RIGHT TO WITHHOLD PAYMENT: The City may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of: defective Work not remedied, claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor, failure of the Contractor to make payments to subcontractors or suppliers for materials or labor, damage to another contractor not remedied, liability for liquidated damages has been incurred by the Contractor, reasonable evidence that the Work cannot be completed for the unpaid balance of the Agreement sum, reasonable evidence that the Work will not be completed within the Agreement time or failure to carry out the Work in accordance with the Bid Documents.

When the above conditions are removed or resolved or the Contractor provides a surety bond or a consent of surety satisfactory to the City which will protect the City in the amount withheld, payment may be made in whole or in part.

All invoices or requests for payments must indicate the Project Name and Project Number or the Purchase Order Number.

49. HURRICANE PRECAUTIONS: During such periods of times that are designated by the United States Weather Bureau as a hurricane warning or alert; all construction materials or equipment will be secured against displacement by wind forces; provided that where a full complement of personnel is employed or otherwise in attendance, or engaged for such purposes, formal construction procedures or use of materials or equipment may continue allowing such reasonable time as may be necessary to secure such materials or equipment before winds of hurricane force are anticipated. Construction materials and equipment will be secured by guying and shoring, or removing or tying down loose materials, equipment, and construction sheds.

50. CHANGES IN THE WORK:

50.1 City, without invalidating an Agreement, may order additions, deletions, or revisions to the Work. Such additions, deletions, or revisions shall be authorized by a Written Amendment, Change Order, or Work Directive Change.

50.2 All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this project, increase the cost of the Work to City or which extend the time for completion, must be formally authorized and approved by the City's Commission prior to their issuance and before Work may begin.

Notwithstanding the above paragraph, Change Orders which individually or when cumulatively added to amounts authorized, pursuant to prior Change Orders for this project, increase the cost of the Work to the City not in excess of ten percent (10%) or $50,000 (whichever is less) may be approved by signed approval of the City Manager of the City of Margate.

No claim against City for extra Work in furtherance of such change order shall be allowed unless prior approval has been obtained.

50.3 Any claim for adjustment in the Agreement Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to City or City's Representative not later than three (3) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Agreement Price or an extension of the Agreement Time will be valid if not submitted in accordance with this paragraph.

51. CONCEALED CONDITIONS: By execution of this agreement, Contractor has satisfied itself as to all conditions necessary to fulfill this Agreement. No Agreeemnt adjustments shall be allowed for concealed conditions nor different site conditions than anticipated.

52. CORRECTION PERIOD:

52.1 Contractor warrants all material and Workmanship for a minimum of one (1) year from date of acceptance by the City. If within one (1) year after the date of final completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Bid Documents, any Work is found to be defective, whether observed before or after acceptance by City, Contractor shall promptly, without cost to City and in accordance with City's written instructions, either correct such defective Work, or, if it has been rejected by City, remove it from the site and replace it with Work that is not defective and satisfactorily correct, remove, and replace any damage to other Work or the Work of others resulting therefrom. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of architects, engineers, attorneys and other professionals) will be paid by Contractor.

52.2 Where defective Work (and damage to other Work resulting there from) has been corrected, removed or replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

53. WORK BY CITY OR CITY'S CONTRACTORS:

53.1 The City reserves the right to perform Work related to, but not part of, the project and to award separate Agreements in connection with other Work at the site. If the Contractor claims that delay or additional cost is involved because of such action by the City, the Contractor shall make such claims to the City or City's Representative in writing.

53.2 The Contractor shall afford the City's separate contractors reasonable opportunity for introduction and storage of their materials and equipment for execution of their Work. The Contractor shall incorporate and coordinate the Contractor's Work with Work of the City's separate contractors as required by the Bid Documents.

53.3 Costs caused by defective or ill-timed Work shall be borne by the party responsible.

54. CLAIMS FOR DAMAGES: Should either party to Agreement suffer injury or damage to person or property because of an act or omission of the other party, the other party's employees or agents, or another for whose acts the other party is legally liable; claim shall be made in writing to the other party within a reasonable time after such injury or damage is or should have been first observed.

55. SUCCESSORS AND ASSIGNS: This Agreement shall be binding on successors, assigns, and legal representatives of and persons in privity of Agreement with the City or Contractor. Neither party shall assign, sublet or transfer an interest in this Agreement without the written consent of the other.

56. **TERMINATION FOR CONVENIENCE OF CITY:** Upon thirty (30) days written notice to Contractor, City may, without cause and without prejudice to any other right or remedy, terminate the agreement for City's convenience whenever City determines that such termination is in the best interests of City. Where the agreement is terminated for the convenience of City, the notice of termination to Contractor must state that the Agreement is being terminated for the convenience of City under the termination clause, the effective date of the termination, and the extent of termination. Upon receipt of the notice of termination for convenience, Contractor shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement, and refrain from placing further orders and subcontracts. Contractor shall not be paid on account of loss of anticipated profits/revenues or other economic loss arising out of or resulting from such termination.

57. **COST BREAKDOWN REQUIRED IN THE EVENT OF CHANGE ORDER:** Whenever the cost of any Work is to be determined, Contractor will submit in form acceptable to City or City's Representative an itemized cost breakdown together with supporting data. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown.

58. **COMPUTATION OF TIME:** When any period of time is referred to in the Bid Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

59. **CONTRACTOR INDEPENDENT:** Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not agents or employees of City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association, or any other kind of joint undertaking or venture between the parties hereto.

60. **RIGHT TO AUDIT:** City reserves the right to audit the records of Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by City. If required by City, Contractor agrees to submit to an audit by an independent certified public accountant selected by City.

    Contractor shall allow City to inspect, examine, and review the records of Contractor, at any and all times during normal business hours during the term of the Agreement.

61. **VENUE AND GOVERNING LAW:** This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

62. **VALIDITY OF AGREEMENT:** Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal, or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

63. **WAIVER OF JURY TRIAL: THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE AGREEMENT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE MATTERS TO BE ACCOMPLISHED IN THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.**

64. **OTHER GOVERNMENTAL AGENCIES:** If Contractor is awarded an Agreement as a result of this bid proposal, Contractor will, if it has sufficient capacity or quantity available, provide to other governmental agencies, so requesting, the product or services awarded in accordance with the terms and conditions of the bid proposal and resulting Agreement. Prices shall be F.O.B. Delivered to the requesting agency.

65. **DISPUTES: NOTWITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS AGREEMENT, ANY DISPUTE ARISING UNDER THIS AGREEMENT WHICH IS NOT DISPOSED OF BY AGREEMENT, SHALL BE DECIDED BY THE CITY MANAGER, WHO SHALL REDUCE HIS/HER DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE CITY MANAGER AND THOSE PERSONS TO WHOM HE/HER DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.**

66. **SAMPLES:** Samples of items when requested must be supplied by the bidder free of charge to the City. Each sample must be marked with the bidder's name, manufacturer's brand name, and delivered by the bidder within seven (7) calendar days of the request. The City will not be responsible for the return of samples.

67. **TRAINING:** The successful bidder will be required (if requested) to conduct a training course on product bid for selected personnel at no extra cost to the City.

68. **DELIVERY:** All items delivered shall be F.O.B. Destination to a specific City of Margate address and all delivery costs and charges must be included in the bid price.

    All exceptions must be noted. Prior to the delivery of goods or performance of services on City property, the City must be notified. Contractor's personnel and vehicles must be clearly identified with the business name and/or logo, also any applicable license numbers, according to State, County, and City ordinances. In addition, Contractor's employees shall be uniformly dressed, i.e., t-shirt with name and/or logo, caps, etc.

69. **MATERIAL ACCEPTANCE:** The materials received under this proposal will remain the property of the bidder until accepted to the satisfaction of the City of Margate. In the event the materials supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to return the product to the bidder at the bidder's expense.

70. **EMERGENCY RESPONSE LOCATIONS:** When delivering to emergency response locations (Fire Stations, Police, Utilities, etc.) where utilities, fire, police, and emergency repair vehicles are being dispatched, the successful bidder shall take all steps to ensure that free egress and ingress of emergency vehicles are allowed. No delivery trucks shall be left unattended. In the event that a vehicle is to be left unattended, City personnel must be notified and the driver must state where they will be at all times.

71. **ASSIGNMENT:** The bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City of Margate. Any awards issued pursuant to this bid invitation and monies which may become due hereunder are not assignable except with prior written approval of the City.

72. **NON-COLLUSION STATEMENT:** By submitting this proposal, the Contractor affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud. (Refer to "Non-Collusive Affidavit" form attached.)

73. **AGREEMENT RENEWAL:** The City of Margate hereby bids for a one (1) year Agreement for services or supplies (unless otherwise indicated in the bid specifications), and the Agreement shall have the option to renew for four (4) additional one (1) year extensions, providing both parties agree, providing all terms and conditions and specifications remain the same, providing for availability of funding.

74. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from the General Conditions shall have precedence.

75. **WORKING HOURS AND INSPECTIONS:** The City of Margate's working hours are Monday through Friday 8 A.M. – 6 P.M. Contractor must plan for and schedule inspections within the City's working hours. Contractor can perform Work Monday – Saturday from Dawn to Dusk. Work on Sunday is not permitted unless a special request is made to the City 48 hours in advance. All requests must be approved by the City Manager.

76. **NO WAIVER:** No waiver of any provision, covenant, or condition within this agreement or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.

77. **WAIVER:** No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

78. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, including all Agreement Documents, and there are no other promises; representations, or warranties affecting it.

79. **REGULATIONS:** All applicable laws and regulations of the Federal Government, State of Florida, Broward County, and Ordinances of the City of Margate will apply to any resulting award of Agreement.

80. **PUBLIC RECORDS:** The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

    a. Keep and maintain public records required by the City of Margate to perform the service.

    b. Upon request from the City of Margate's custodian of public records, provide the City of Margate 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 this chapter 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 for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City of Margate.

    d Upon completion of the Agreement, transfer, at no cost, to the City of Margate all public records in possession of the Contractor or keep and maintain public records required by the City of Margate to perform the service. If the Contractor transfers all public records to the City of Margate 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 City of Margate, upon request from the City of Margate's custodian of public records, in a format that is compatible with the information technology systems of the City of Margate.

e. **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone number:
(954) 972-6454
E-mail address:
recordsmanagement@margatefl.com
Mailing address:
5790 Margate Boulevard
Margate, FL 33063

81. SCRUTINIZED COMPANIES:

In accordance with s. 287.135, Florida Statutes, as amended, a company is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

a. Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

b. One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

   i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes; or

   ii. Is engaged in business operations in Cuba and Syria.

c. By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

d. The City shall reserve the right to terminate any contract resulting from this solicitation if the awarded Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

82. NO WAIVER OF SOVEREIGN IMMUNITY: Nothing contained herein is intended to service as a waiver of sovereign immunity by the City or as a waiver of limits of liability of rights existing under Section 768.28, Florida Statutes.

83. E-VERIFY

1) Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

2) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the Agreement; and

b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the Agreement with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Agreement is a condition of the Agreement with the City of Margate; and

c) By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.

SPECIAL CONDITIONS

BID NO.2023-006
FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT

The City of Margate will accept sealed proposals to provide all materials, labor, supplies, equipment, and transportation to FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT, less than truckload and truckload deliveries, for the Department of Environmental and Engineering Services, located at 6630 NW 9 Street, Margate, FL 33063 and the participating members of the Cooperative.

The City of Margate hereby bids for a one (1) year contract for services or supplies (unless otherwise indicated in the bid specifications), and the Agreement shall have the option to renew for four (4) additional one (1) year extensions, providing both parties agree, providing all terms, conditions and specifications remain the same, providing for availability of funding.

The City will issue a notification of intent to renew 90 days prior to the expiration of the initial Agreement. Contractor shall respond within fourteen (14) calendar days from date of notice.

Deliveries shall be made Monday through Friday, between the hours of 7:00 AM and 4:00 PM within seven (7) days of order placement. Materials are to be delivered to 6630 NW 9th Street, Margate, FL 33063. The City of Margate has an above ground tank for the storage of this commodity. Deliveries will be pumped into a tank equipped with a 2" polypropylene Cam lock fitting. The City uses approximately 14,000 gallons annually of Sodium Hydroxide. Tank size is 6,000 gallons. The average ordering amount is 3,500 gallons. There are no other special instructions.

Less than truckload deliveries are amounts less than 3,500 gallons. Truckload deliveries are for amounts 3,500 gallons and greater.

The Sodium Hydroxide must be certified to ANSI/NSF Standard 60 for use in drinking water.

The co-op members will advise as to their particular requirements (see pages 25-31).

The delivery time for Sodium Hydroxide is to be seven (7) calendar days from order placement by City.

A blanket purchase order will be issued to the contractor with orders being called in on an "as needed basis". Invoicing shall be upon each shipment based on unit price awarded. The invoice shall indicate purchase order number, unit price, extensions, total billed, and any allowable cash discounts.

All prices bid shall be FOB Delivered to a specific City of Margate or participating cooperative agency address.

Bids will be considered only from manufacturers or their authorized distributors. The authorized distributor must regularly maintain a substantial stock of materials bid upon and must be actively engaged in the sale of the bid commodity. Such stock and facilities may be examined by a representative of the City at any time either before an award is made or during the term of the Agreement.

The City reserves the right during the contract period to determine by independent tests if the product(s) supplied meet aforementioned specifications. The cost of the test is to be paid for by the City if the sample meets specifications and by contractor if it does not. In addition, the facilities of the Florida State Department of Agriculture testing laboratories may be used for any referee testing. Failure to meet specifications will result in prevailing testing rate cost to be borne by the Supplier.

Under no circumstances shall the contractor start work until the certificate of insurance is received and approved by the city.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury, or loss to all employees on the work site and other persons and organizations who may be affected thereby; all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss.

If delivery requirements cannot be fulfilled by the Contractor, the City retains the right to cancel the order and make such purchases on the open market and contractor shall be liable for all price differences if delivery failure is not a case of FORCE MAJEURE.

The contractor shall assure the City that each delivery truck will be in A-1 mechanical condition and will have a properly licensed capable driver trained in the proper handling, use and operation of equipment required for delivery.

The contractor shall assure the City, that when in the opinion of the City, an emergency condition exists, TRAINED EMERGENCY CREW(S) WITH PROPERLY FITTED EQUIPMENT will be made available to the City via the Contractor provided emergency contact numbers.

At the time of bid submission, the Contractor shall supply the following information:

1. Location of nearest emergency station.
2. Name of person in charge of emergency crews.
3. Contact information including telephone numbers, pagers, cellular, etc. to be called for emergency service.
4. Contact information including telephone numbers, pagers, cellular, etc. to be utilized for normal maintenance.
5. Time periods during which service will be made available from the contact numbers provided to ensure 24 hours coverage.

The participating agencies, delivery locations and contact persons are as follow:

City of Margate
Wastewater Treatment Plant (west plant)
6630 NW 9 Street
Margate FL 33063
Location contact person: Wendell Wheeler
Ph: (954) 972-0828 x228
Average order amount: 3,500 gallons
Tank size: one (1) tank 6,000 gallons
Fittings: 2" male Cam lock
Special requirements: Delivery from Monday thru Thursday, 7:00 AM to 4:00PM.
Purchasing Contact: Wylene Sprouse (954) 935-5346

Estimated annual usage: 14,000 gallons
****

City of Boca Raton
Location #1
Utilities Services
Water Treatment Plant
1301 Glades Road
Boca Raton, FL 33431
BLDG:69 WTP
Location contact person: Gabe Munoz
Ph: (561) 338-7324 (24hr # (561) 338-7325)
Average order amount: 3,750 gallons
Tank size: Two 7,200 gallons
Fitting: 2" Cam lock
Special requirements: see special requirements for Location #2

Location #2
Wastewater Treatment Plant
1501 Glades Road
Boca Raton, FL 33431
BLDG: 45 WWTP
Location contact person: Steve Roberge
Ph: (561) 338-7331
Average order amount: 3,500-3,800 gallons
Tank size: one (1) 6,500 gallons
Fitting: 2" Cam lock
Special requirements: Delivery personnel must present proper identification prior to entering City facility. At least 24 hours prior to anticipated delivery, vendor shall call the City contact to advise of delivery date and time frame. The City reserves the right to reject or require rescheduling of any deliveries attempted without this prior notice. Tanker shall arrive at WWTP delivery location with intact portal seals, wheel chocks, and drip buckets if needed. Entire off-loading must be witnessed by City personnel.
Purchasing Contact: Neil Phillips (561) 393-7876

Estimated annual usage for both facilities: 15,000 gallons
****

Coral Springs Improvement District
10300 NW 11th Manor
Coral Springs, FL 33071
Location contact person: Christian McShea
Ph: (954) 796-6665
Average order amount: 700 gallons
Tank size: three (3) 325 gallons
Fitting: 1 1/4" Cam lock
Special Requirements: None
Purchasing Contact: Joe Stephens (954) 796-6665

Estimated annual usage: 6,000 gallons
****

City of Cooper City
Cooper City Utilities
11791 SW 49th Street
Cooper City, FL 33330
Location contact person: George Garba
Ph: (954) 434-5519 or (954) 434-5510
Average order amount: 3,500 gallons
Tank size: 15,000 gallons
Fitting: 2" Cam lock
Special Requirements: Delivery must be made between 8 A.M. and 2:00 P.M.
Purchasing Contact: Brandon Dodgen (954) 434-4300 Ext. #268

Estimated annual usage: 16,000 gallons
****

Town of Davie
Water Treatment Plant
7351 SW 30TH Street
Davie, FL 33314
Location contact person: Anand Maharaj
Ph: (948) 327-3748
Average order amount: 3,800 gallons
Tank sizes: Two (2) 9,150 gallons
Fitting: 2" Cam lock
Special requirements: None
Purchasing Contact: Crystal Riollano (954) 797-1132

Estimated annual usage: 41,800 gallons
****

City of Deerfield Beach
Water Treatment Plant
290 Goolsby Boulevard
Deerfield Beach, FL 33442
Location contact person: Bakari Scott
Ph: (954) 480-4368
Average order amount: 3,500 gallons
Tank size: 4,500 gallons
Fitting: 2" Cam lock
Special requirements: None
Purchasing Contact: Melissa Namar (954) 480-4370

Estimated annual usage: 35,000 gallons
****

City of Fort Lauderdale
Peele Dixie Water Treatment Plant
1500 S. State Road 7
Fort Lauderdale, FL 33317
Location contact person: Lead Operator-Control Room
Ph: (954) 828-7501
Average order amount: 3,500 gallons
Tank size: 12,500 gallons
Fitting: 2" Cam lock
Special requirements: Truck must provide own air pressure
Purchasing Contact: Stefan Mohammed (954) 828-5351
Omar Elfourani Operations Supervisor (954) 828-7505

Estimated annual usage: 63,000 gallons
****

City of Hallandale Beach
Water Treatment Plant
630 NW 2nd Street
Hallandale Beach, FL 33009
Location contact person: Hal Elsasser/Control Room Operator
Ph: (954) 457-1632
Average order amount: 3,500 gallons
Fitting: 2" and 3" Cam lock
Tank size: 6,000 gal tank
Special Requirements: Delivery Monday – Thursday Only, 7am to 3pm
Purchasing Contact: Andrea Lues (954) 457-1332

Estimated annual usage: 7,000 gallons
****

City of Hialeah
Location #1
Babcock Pool
430 East 7th Street
Hialeah, FL 33010
Location contact person: Douglas Cordovi
Ph: (305) 687-2650
Estimated annual usage: 15,000 gallons
Average order amount: 400 gallons
Fitting: 8" Cam lock
Tank size: 600 gallons
Special requirements: none

Location #2
Bright Pool
760 East 35th Street
Hialeah FL 33012
Location contact person: Douglas Cordovi
Ph: (305) 687-2650
Estimated annual usage: 4,200 gallons
Average order amount: 400 gallons
Fitting: 8" Cam lock

Tank sizes: 600 gallons
Special requirements: none

Location #3
Bucky Dent Aquatic Center
2250 W 60th St.
Hialeah FL 33016
Location contact person: Douglas Cordovi
Ph: (305) 687-2650
Estimated annual usage: 35,000 gallons
Average order amount: 1,000 gallons
Fitting: 8" Cam lock
Tank sizes: 1,400 gallons
Special requirements: none

Location #4
McDonald Aquatic Center
7505 West 12th Avenue
Hialeah FL 33012
Location contact person: Douglas Cordovi
Ph: (305) 687-2650
Estimated annual usage: 40,000 gallons
Average order amount: 1,100 gallons
Fitting: 8" Cam lock
Tank sizes: 1,600 gallons
Special requirements: none

Location #5
Milander Aquatic Center
4800 Palm Avenue
Hialeah FL 33013
Location contact person: Douglas Cordovi
Ph: (305) 687-2650
Estimated annual usage: 31,500 gallons
Average order amount: 700 gallons
Fitting: 8" Cam lock
Tank sizes: 900 gallons
Special requirements: none

Location #6
Reid Pool
2245 West 7th Court
Hialeah FL 33010
Location contact person: Douglas Cordovi
Ph: (305) 687-2650
Estimated annual usage: 4,200 gallons
Average order amount: 400 gallons
Fitting: 8" Cam lock
Tank sizes: 600 gallons
Special requirements: none

Location #7
Walker Pool
800 West 29th Street
Hialeah FL 33012
Location contact person: Douglas Cordovi
Ph: (305) 687-2650
Estimated annual usage: 4,200 gallons
Average order amount: 400 gallons
Fitting: 8" Cam lock
Tank sizes: 600 gallons
Special requirements: none
Purchasing Contact: Luis Suarez (305) 883-5988

Estimated annual usage all facilities: 80,000 gallons
****

City of Hollywood
Location #1
Water Plant
3441 Hollywood Boulevard
Hollywood, FL 33021
Location contact person: Luis Montoya
Ph: 954/967-4230
Estimated annual usage: 105,000 gallons
Average order amount: 3,500 gallons (TL only)
Fitting: 2" Cam lock
Tank sizes: 2 @ 6,000 gallons each (12,000 total)
Special requirements: none

Location #2
Southern Regional Wastewater Treatment Facility
1621 N 14th Avenue
Hollywood FL 33021
Location contact person: Joel Blanco
Ph: 954/921-3288
Estimated annual usage: 20,000 gallons
Average order amount: 800 gallons
Fitting: 2" Cam lock
Tank sizes: one (1) 500, (1) 700 and (1) 1,000 gal
Special requirements for both locations: Delivery times: 7:00 AM to 7:00 PM Monday -Friday

Estimated annual usage both facilities: 125,000 gallons
****

City of Pembroke Pines
Wastewater Treatment Plant
13955 Pembroke Road
Pembroke Pines, FL 33027
Location contact person: Victor Leon, Chief Operator
Ph: (754) 260-4477
Average order amount: 500 gallons
Tank size: 900 gallons
Fitting: 2" Cam lock
Special requirements: None

Purchasing Contact: Cathy Hernandez (954) 518-9018

Estimated annual usage: 3,750 gallons
****

City of Plantation
Location #1
Central Water Treatment Plant
700 NW 91st Avenue
Plantation, FL 33324
Location contact person: Jovenel Louis
Ph: (954) 452-2544
Tank sizes: two (2) 6,000 gallon tanks
Average order amount: 3,600 gallons
Fitting: 2" Cam lock fitting
Special requirements: none

Location #2
East Water Treatment Plant
500 NW 65th Avenue
Plantation, FL 33317
Location contact person: Oneil Slowley
Ph: (954) 797-2169
Tank sizes: two (2) 1,800 gallon tanks
Average order amount: 3,600 gallons
Fitting: 2" Cam lock fitting
Special requirements: none
Purchasing Contact: Traci Shulenburg (954) 452-2544

Estimated annual usage both facilities: 18,450 gallons
****

City of Sunrise
Location #1
14150 NW 8th Street
Sunrise, FL 33325
Location contact: Fred McDonald
Ph: (954) 888-6004
Average order amount: 2,000 gallons
Tank sizes: one (1) 1,900 gallons and one (1) 600 gallons

Location #2
4350 Springtree Drive
Sunrise, FL 33351
Location contact person: Roal Small/Jose Alvarez
Ph: (954) 572-2428 or (954) 572-2427
Average order amount: 800 gallons
Tank size: one (1) 1,600 gallons and one (1) 1,550 gallons

Location #3
777 Sawgrass Corp. Parkway
Sunrise, FL 33325
Locations contact person: Les Santisos
Ph: (954) 888-1016
Average order amount: 3,500 gallons

Tank Size: five (5) 12,500 gallon

The following information/totals are for all City of Sunrise locations:

Estimated annual usage for all facilities: 213,000 gallons
Fittings: 2" Cam lock
Special requirements: none
Plant Operations Director: Ted Petrides (954) 888-6035
Purchasing Contact: Holly Raphaelson (954) 572-2202

****

Village of Wellington
Location #1
Water Treatment Plant
1100 Wellington Trace
Wellington, FL 33414
Location contact person: Karla Berroteran
Ph: (561) 753-2465
Average order amount: Varies
Tank size: 5,000 gallons
Fittings: 2" Cam lock
Special requirements: none

Location #2
Water Reclamation Facility
11860 Pierson Road
Wellington, FL 33414
Location contact person: Bryan Gayoso
Ph: (561) 603-0119
Average order: Varies
Tank size: Qty. of two (2) 4,000 gallon tanks
Fittings: 2" Cam lock
Special Requirements: None
Purchasing Contact: Emma Ramirez (561) 791-4021

Estimated annual usage for both facilities: 28,000 gallons
****

REFER ALL TECHNICAL QUESTIONS REGARDING THIS PROPOSAL TO MR. WENDELL WHEELER AT (954) 972-0828.

REFER ALL NON-TECHNICAL QUESTIONS TO MS. WYLENE SPROUSE AT (954) 935-5340.

REFER TO SITE INSPECTION UNDER GENERAL CONDITIONS.

PLEASE HAVE YOUR INSURANCE AGENT REVIEW ALL INSURANCE REQUIREMENTS TO ENSURE COMPLIANCE WITH BID DOCUMENTS.

BID PROPOSAL FORM BID NO.2023-006

BID TO: **CITY COMMISSION**
CITY OF MARGATE

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the City in the form included in the Agreement Documents to perform the Work as specified or indicated in said Agreement Documents entitled:

Furnish and Deliver Sodium Hydroxide 50% by Weight

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid Security.

3. The bid will remain open for the period stated in the Notice Inviting Bids unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Notice Inviting Bids and the Instructions to Bidders, and will furnish the insurance certificates, payment bond, and performance bond required by the Contract Documents.

4. It is the Contractor's responsibility to contact the City at (954) 935-5346 prior to the bid opening to determine if any addenda have been issued on the project. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is acknowledged):

Number 1 Date 3/23/23

5. Bidder has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

6. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.

To all the foregoing, and including all Bid Schedule(s) and Information Required of Bidder contained in this Bid Form, said bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment thereof the Contract Price based on the Total Bid Price(s) named in the aforementioned Bidding Schedule(s).

NAME OF FIRM: Allied Universal Corporation

ADDRESS: 3901 NW 115 Ave Miami, FL 33178

NAME OF SIGNER Cristhianne Munguia
(Print or Type)

TITLE OF SIGNER Bid Coordinator

SIGNATURE: _____ DATE: March 23rd, 2023

TELEPHONE NO: (305) 888-2623 FACSIMILE NO: _____

SCHEDULE OF BID PRICES – BID NO. 2023-006

TO: CITY COMMISSION

CITY OF MARGATE

(Please fill in all blanks and return with your proposal.)

In accordance with your request for proposals and the specifications contained herein, the undersigned proposes the following:

****

DESCRIPTION	TOTAL COST
TOTAL COST PER GALLON OF SODIUM HYDROXIDE DELIVERED – TRUCKLOAD (OVER 3500 GAL)	$ 3.55 /GAL
TOTAL COST PER GALLON OF SODIUM HYDROXIDE DELIVERED – LESS THAN TRUCKLOAD Per Bid Specifications	$ 4.44 /GAL

Minimum ordering amount TL, 3,500 gl LTL 500 gl **gals (not less than 400 gal)**

****

ALL BIDS MUST BE SIGNED WITH THE VENDOR NAME AND BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM BY SIGNATURE.

SAFETY DATA SHEETS ENCLOSED? YES ✓ NO ____

SPECIFICATION SHEETS/BROCHURES? YES ✓ NO ____

HAVE YOUR INSURANCE REPRESENTATIVE REVIEW THE SAMPLE INSURANCE CERTIFICATE TO ENSURE COMPLIANCE.

WILL YOUR FIRM ACCEPT PAYMENT VIA A CITY OF MARGATE VISA CREDIT CARD? PLEASE CHECK ONE

YES ✓ NO ____

BIDDER'S GENERAL INFORMATION:

The bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, and 7 (if required) will cause the bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information (i.e., items 1 through 7 inclusive) is delivered to the City.

(1) CONTRACTOR'S name and address:

Allied Universal Corporation

3901 NW 115 Ave Miami, FL 33178

(2) CONTRACTOR'S telephone number: (305) 888-2623

(3) CONTRACTOR'S primary license classification: N/A for this Bid

State License Number: _____

Supplemental classifications held, if any: _____

Name of Licensee, if different from (1) above: _____

(4) Name of person who inspected site of proposed Work for your firm:

Name: N/A for this Bid Date of Inspection: _____

(5) Name, address, and telephone number of Surety Company and agent who will provide the required bonds on this contract (if required): Haley Blythe

Nielson Hoover & Company
15050 NW 79th Court, Suite 200
Miami Lakes, FL 33016

hblythe@nielsonbonds.com
Direct: 305.722.2674
Main: 305.722.2663 Ext.1112

(6) ATTACH TO THIS BID the experience resume of the person who will be designated as Supervisor for this project.

See attached

(7) ATTACH TO THIS BID a financial statement **(If Required)**, references, and other information, sufficiently comprehensive to permit an appraisal of CONTRACTOR'S current financial condition.

See attached

(8) Subcontractors: The Bidder further proposes that as part of their submittal there is attached a list of subcontracting firms or businesses who will be awarded subcontracts for portions of the work in the event the bidder is awarded the Contract.

We do not use Subcontractors

REFERENCE SHEET BID NO. 2023-006

In order to receive Bid Award consideration on the proposed bid, it is a requirement that this sheet be completed and returned with your bid/proposal. This information may be used in determining the bid award for this Project.

BIDDER (COMPANY NAME): Allied Universal Corporation

ADDRESS: 3901 NW 115 Ave Miami, FL 33178

CONTACT PERSON: Cristhianne Munguia TITLE: Bid Coordinator

TELEPHONE: (305) 888-2623 FACSIMILE: _____

NUMBER OF YEARS IN BUSINESS: 69

ADDRESS OF NEAREST FACILITY: 8350 NW 93rd Steet Miami, FL 33166

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS OR SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR.

1. COMPANY NAME: Miami Dade Water & Sewer

   ADDRESS: 700 WEST 2 ND AVE HIALEAH FL 33011 PHONE: (786) 236-7625

   CONTACT PERSON: JON H ANSEN TITLE: _____

2. COMPANY NAME: Palm Beach County

   ADDRESS: 22438 SW 7 ST BOCA R ATON FL 33433 PHONE: (561) 616-6814

   CONTACT PERSON: SANDY C SERVENYAK TITLE: _____

3. COMPANY NAME: City of Ft. Myers

   ADDRESS: 2751 J ACKSONVILLE ST FT MYERS FL 33916 PHONE: (239) 321-7238

   CONTACT PERSON: DEBRA K EARNS TITLE: _____

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)
BID NO. 2023-006

Bidder certifies that all material, equipment, etc. contained in this bid meet all O.S.H.A. requirements. Bidder further certifies that if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the bidder.

OCCUPATIONAL HEALTH AND SAFETY DATA SHEET REQUIRED:

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a SAFETY DATA SHEET (SDS). The SDS must include the following information:

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substances, including:

1. The potential for fire, explosion, corrosivity and reactivity;
2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
3. The primary routes of entry and symptoms of overexposure.

C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

D. The emergency procedure for spills, fire, disposal, and first aid.

E. A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

SIGNATURE:_____ DATE: March 23rd, 2023

CITY OF MARGATE
STATEMENT OF NO BID

IF YOU DO NOT INTEND TO BID ON THIS PROPOSAL, RETURN THIS FORM TO ADDRESS WHERE BID IS TO BE SUBMITTED:

I/We have declined to bid on your proposal No: 2023-006

Bid Description: FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT

For the following reason:

_____1. Specifications are too tight, i.e. geared toward one brand or manufacturer only (Explain reason below)
_____2. Insufficient time to respond to invitation.
_____3. We do not offer this commodity/service or equivalent.
_____4. Our product/service schedule would not permit us to perform.
_____5. Unable to meet specifications.
_____6. Unable to meet bonding requirements.
_____7. Specifications unclear (Explain below).
_____8. Other (Specify below).

REMARKS:_____
_____
_____

Attach additional pages if required.

I/We understand that if the NO BID form is not executed and returned, our name may be deleted from the list of qualified bidders for the City of Margate.

COMPANY NAME:_____

ADDRESS:_____

_____

TELEPHONE NO:_____DATE:_____

SIGNATURE OF BIDDER:_____

DRUG-FREE WORKPLACE PROGRAM FORM BID NO. 2023-006

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. In the event that none of the tied vendors has a Drug-free Workplace program in effect, the City reserves the right to make final Decisions in the City's best interest. In order to have a Drug-free Workplace Program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify 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 contenders to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation. If bidder's company has a Drug-free Workplace Program, so certify below:

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF BIDDER: _____ DATE: March 23rd, 2023

NON-COLLUSIVE AFFIDAVIT FORM FOR BID 2023-006
FURNISH AND DELIVER SODIUM HYDROXIDE 50%

State of Florida)

County of Miami - Dade)

Cristhianne Munguia being first duly sworn, deposes and says that:

He/she is the Bid Coordinator, (Owner, Partner, Officer, Representative or Agent) of Allied Universal Corp, the Offeror that has submitted the attached Proposal;

He/she is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed, and delivered in the presence of:

Witness

Witness

By

Cristhianne Munguia
Printed Name

Bid Coordinator
Title

ACKNOWLEDGMENT
NON-COLLUSIVE AFFIDAVIT FORM FOR BID 2023-006
FURNISH AND DELIVER SODIUM HYDROXIDE 50%

State of Florida
County of Miami - Dade

On this the 23 day of March, 2023, before me by means of ✓ physical presence or ___ online notarization, the undersigned Notary Public of the State of Florida, personally appeared

Cristhianne Munguia

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

Lorena Alvarez
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Irene Lorena Alvarez
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

IRENE LORENA ALVAREZ
Notary Public - State of Florida
Commission # HH 181159
My Comm. Expires Oct 4, 2025
Bonded through National Notary Assn.

☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or ☐ DID NOT take an oath

SCRUTINIZED COMPANIES CERTIFICATION

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government- created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government- created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME: Allied Universal Corporation

SIGNATURE: _____

PRINTED NAME: Cristhianne Munguia

TITLE: Bid Coordinator DATE: March 23rd, 2023

The scrutinized company list is maintained by the State Board of Administration and available at
http://www.sbafla.com/

OFFEROR'S QUALIFICATION STATEMENT BID NO. 2023-006

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Margate
(Purchasing Division)

ADDRESS: 5790 Margate Blvd.
Margate, FL 33063

CIRCLE ONE

Corporation
Partnership
Individual
Other

SUBMITTED BY: Allied Universal Corporation

NAME: Cristhianne Munguia

ADDRESS: 3901 NW 115 Ave Miami, FL 33178

TELEPHONE NO.: (305) 888-2623

FACSIMILE NO.: _____

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business. (Attach corporate documents from the State of Florida (sunbiz.org) to this statement.)

The correct name of the Offeror is: Allied Universal Corp.

The address of the principal place of business is:

3901 NW 115 Ave Miami, FL 33178

_____

2. If Offeror is a corporation, answer the following:

a. Date of Incorporation: July 1954

b. State of Incorporation: Florida

c. President's name: Jim Palmer

d. Vice President's name: Ronald Rubin

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: _____

_____

_____

_____

3. If Offeror is an individual or a partnership, answer the following: N/A

a. Date of organization: _____

b. Name, address and ownership units of all partners:

_____

_____

_____

c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals: N/A

_____

_____

_____

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

69 years

a. Under what other former names has your organization operated?

None

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

See attached

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

See attached

9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

(Name)	(Address)	(Phone Number)
Miami Dade Water & Sewer	Hialeah, FL	(786) 236 7625
Palm Beach County	Boca Raton, FL	(561) 616 6814
City of Ft. Myers	Ft. Myers, FL	(239) 321 7238

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

See attached

11. State the name(s) of the individual(s) who will have personal supervision of the work:

Jaimie Johnson, Branch Manager

Dan DeBeau, Region Operations Manager

Newell David Stockdale, Sales Representative

Raphael Fernandez, Regional Sales Manager

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATION STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE AGREEMENT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE AGREEMENT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR AGREEMENT.

Signature:_____

State of Florida

County of Maimi - Dade

On this the 23 day of March, 2023, before me by means of ✓ physical presence or ___ online notarization, the undersigned Notary Public of the State of Florida, personally appeared Cristhianne Munguia and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

LORENA ALVAREZ
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

IRENE LORENA ALVAREZ
(Name of Notary Public: Print,
Stamp or Type as Commissioned.)

IRENE LORENA ALVAREZ
Notary Public - State of Florida
Commission # HH 181159
My Comm. Expires Oct 4, 2025
Bonded through National Notary Assn.

☒ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced
☐ DID take an oath, or ☐ DID NOT take an oath

CITY OF MARGATE – E-VERIFY FORM

Project Name:	FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT
Project No.:	BID 2023-006

ACKNOWLEDGEMENT

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a Agreement with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the Agreement with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the Agreement with the City of Margate; and

c) Should vendor become successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.

COMPANY CONTACT INFORMATION

Company Name:	Allied Universal Corporation
Authorized Signature:	
Print Name:	Cristhianne Munguia
Title	Bid Coordinator
Date:	March 23rd, 2023
Phone:	(305) 888-2623
Email:	Bids@Allieduniversal.com
Website:	www.allieduniversal.com

ATTACHMENT A

SAMPLE INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:
	PRODUCER CUSTOMER ID #:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Sample

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY	X					EACH OCCURRENCE	$ 1M
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$ 5K
							PERSONAL & ADV INJURY	$ 1M
							GENERAL AGGREGATE	$ 1M
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1M
	POLICY / PRO-JECT / LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 500K
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $			Note:				$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N/A		When applicable, the insured shall provide a copy of authorized certificate or			X WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 300,000
				Workers Compensation Exemption				

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

The City of Margate shall be listed as additional insured as required by the Agreement.

CERTIFICATE HOLDER	CANCELLATION
The City of Margate (Department Name) 5790 Margate Blvd Margate, Florida 33063	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ATTACHMENT A

ALLIED UNIVERSAL CORPORATION
Established 1954

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

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

Supply and Delivery of Sodium Hydroxide to the City of Margate.

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

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 13th day of December 2022.

(Seal of Corporation)

Jim Palmer, President - CEO

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

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

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

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

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

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

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

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

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

EXPERIENCE & AFILIATES

Allied Universal Corporation is a privately owned company, which has been in business since 1954. Our Corporate Headquarters is located at 3901 N.W. 115 Avenue, Miami, FL 33178.

There are presently 8 delivery locations. In the following we also package Chlorine Gas and manufacture Sodium Hypochlorite. Miami, FL; Ft. Pierce, FL; CFI-Tampa, FL; Brunswick, GA and Ellisville, MS. The following are our Terminals: Jacksonville, FL; Dothan, AL and Mobile, AL.
We have serviced Utilities and Municipalities, in 22 states, for over 60 years. We also distribute other water treatment chemicals, swimming pool chemicals, and some chemicals for industrial use.

The delivering facility which will supply the City of Maragate is our Medley, FL facility by our affiliate company, Transportation Services Unlimited, with a dedicated fleet of over 100 tractors and tankers, with an employee complement of approximately 275 people.

The Medley, FL facility is located at 8350 NW 93 Street, Miami, FL 33166. With normal delivery lead time of 3 work days. Contact name for all deliveries is Joel Castillo, phone number (305) 888-2623 Ext.0203, e-mail joelc@allieduniversal.com He is available from 6:30 a.m. until 3:30 p.m.

Other key personnel is: Jaimie Johnson Branch Manager (305) 888-2623, Ext. 0201 and Dan DeBeau Region 1. Operations Manager 772.242.9727 x 0601. C: 309.213.4936

If you have any questions or concerns on any of this information, please contact Cristhianne Munguia, Bid Coordinator, Allied Universal Corporation, 3901 N.W. 115 Avenue, Miami, FL 33178, phone number (305) 888-2623/Ext. 0125; E-Mail, Bids@Allieuniversal.com

Allied Universal Corporation

Cristhianne Munguia
Bid Coordinator

ALLIED UNIVERSAL CORPORATION
Established 1954

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

March 2023

RE: Company Financial Information

Allied Universal is a privately held corporation providing high quality water treatment chemicals for over 69 years. The company has provided bank and trade references (see attached) to demonstrate its financial capability and stability because we do not release or disclose financial statements.

Very truly yours,

ALLIED UNIVERSAL CORPORATION

Cristhianne Munguia
Bid Coordinator

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

9501 Rangeline Road
Ft. Pierce, Florida 34987
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3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

COMPANY INFORMATION

CHIEF EXECUTIVE OFFICER/PRESIDENT:	JIM PALMER	
ACCOUNTS PAYABLE MANAGER:	SORAYA GARCIA	CHIEF FINANCIAL OFFICER: MIKE KOVEN

ESTABLISHED 1953 - PRIVATE CORPORATION

TRADE REFERENCES:

RYAN-HERCO PRODUCTS
KEVIN WAGNER
ACCT #: 075049 OR 081594
1310 CENTRAL FL PARKWAY
ORLANDO, FL 32837
(800) 848-1141 EXT 1408

INEOS CALABRIAN CORP
KATHY LUTZ
5500 HWY 366
PORT NECHES, TX 77651
409-727-1471 x132
KATH.LUTXZ@INEOS.COM

I.C.E. SERVICE GROUP, INC
MARK DELFRATTE
192 OHIO RIVER BLVD, SUITE 100
AMBRIDGE, PA 15003
(724) 266-7580
MDELFRATTE@ICESERVICEGROUP.COM

CKS PACKAGING INC
ALESA NORTON
4020 N. 29TH TERRACE
HOLLYWOOD, FL 33020
(954)925-0236

CHEM-TAINER IND, INC
DAVID WENZEL
361 NEPTUNE AVE
WEST BABYLON, NY 11704
(631) 661-8300 EXT 1625

BANK:

SYNOVUS BANK
2500 WESTON ROAD, SUITE 300
WESTON, FLORIDA 33331
CONTACT: MICHAEL C. WALKER
MICHAELWALKER@SYNOVUS.COM
(954) 984-3331
(954) 389-3120 FAX

FEDERAL ID #:	DUN & BRADSTREET #:	SALES TAX #:
59-0776285	004134623	80-8012429723-6

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

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

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Ellisville, MS 39437
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813-832-4868

8350 NW 93rd Street
Miami, Florida 33166
305-888-2623

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

14770 Old St Augustine RD
Jacksonville, FL 32207
904-619-6180

Revised: 06/16/2020

ALLIED UNIVERSAL CORPORATION
Celebrating 50 Years
1954 2004

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

REFERENCES
SODIUM HYDROXIDE

MIAMI DADE WATER & SEWER
700 WEST 2ND AVE.
HIALEAH, FL 33011
JON HANSEN
786-236-7625/ CELL
305-805-1620 FAX
JON.HANSEN@MIAMIDADE.GOV

PALM BEACH COUNTY
22438 SW 7ST
BOCA RATON, FL 33433
SANDY CSERVENYAK
561-616-6814
561-242-6714 FAX
SCSER@PBCGOV.ORG

CITY OF FT. MYERS
2751 JACKSONVILLE ST.
FT. MYERS, FL 33916
DEBRA KEARNS
239-321-7238
239-344-5935 FAX
DKEARNS@CITYOFFT.MYERS.COM

CITY OF HOLLYWOOD
3441 HOLLYWOOD, BLVD
HOLLYWOOD, FL 33022
TAYLOR CALHOUN
954-967-4230
TCALHOUN@HOLLYWOODFL.ORG

CITY OF SUNRISE
14100 SW 8TH ST.
SUNRISE, FL 33325
DOUGH KERWIN
954-888-6058
DKERWIN@SUNRISEFL.GOV

2022 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 183054

Entity Name: ALLIED UNIVERSAL CORP.

FILED
Mar 18, 2022
Secretary of State
5523875152CC

Current Principal Place of Business:

3901 NW 115 AVENUE
MIAMI, FL 33178

Current Mailing Address:

3901 NW 115 AVENUE
MIAMI, FL 33178 US

FEI Number: 59-0776285

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

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

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

SIGNATURE: _____

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

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

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

SIGNATURE: MICHAEL KOVEN — TREASURER — 03/18/2022

Electronic Signature of Signing Officer/Director Detail — Date

009221

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

4513280

BUSINESS NAME/LOCATION

ALLIED UNIVERSAL CORP
3901 NW 115TH AVE
DORAL FL 33178-1859

RECEIPT NO.

RENEWAL
4711819

EXPIRES
SEPTEMBER 30, 2023

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

ALLIED UNIVERSAL CORP

SEC. TYPE OF BUSINESS

207 ADMIN OFFICE/OPERATION CTR

PAYMENT RECEIVED BY TAX COLLECTOR

$135.00 07/20/2022
FPPU11-22-010067

Employee(s) 30

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

017391

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

6288

BUSINESS NAME/LOCATION

ALLIED UNIVERSAL CORP
8350 NW 93RD ST
MEDLEY FL 33166–2026

RECEIPT NO.

RENEWAL
6288

EXPIRES
SEPTEMBER 30, 2023

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER

ALLIED UNIVERSAL CORP

SEC. TYPE OF BUSINESS

206 MFG/RECYCLING/PROCESSING

PAYMENT RECEIVED BY TAX COLLECTOR

$180.00 07/20/2022
FPPU11–22–010066

Employee(s) 40

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

Town of Medley

LOCAL BUSINESS TAX RECEIPT

BTAX23-0193

VALID OCT 1, 2022- SEPT 30, 2023

ALLIED UNIVERSAL CORP
8350 NW 93RD ST
MEDLEY, FL 33166

JAIME JOHNSON
3901 NW 115 AVE
DORAL, FL 33178

Is hereby issued a Local Business Tax Receipt for the Town of Medley, valid through September 30th of the tax year listed above for the occupation of:
CHEMICAL REPACKAGING.

"Issuance of this Business Tax Receipt (BTR) is not a development or zoning approval. All activities and uses operated pursuant to this BTR shall comply with the Town of Medley Municipal Code, Miami-Dade County Regulations and State Laws."

Folio No. 22-3003-001-0500

RESTRICTIONS:
ALL PROVISIONS OF MEDLEY'S ORDINANCE C-164 & SECTION 9, PARAGRAPHS 6 & 7 OF ORD. C-151 ON HANDLING AND/OR STORAGE OF HAZARDOUS MATERIALS MUST BE STRICTLY ADHERED. NO LIVING ON THE PREMISES.

This Local Business Tax Receipt must be exhibited conspicuously at your place of business.

DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation
ALLIED UNIVERSAL CORP.

Filing Information

Document Number	183054
FEI/EIN Number	59-0776285
Date Filed	01/31/1955
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	06/28/1977
Event Effective Date	NONE

Principal Address

3901 NW 115 AVENUE
MIAMI, FL 33178

Changed: 04/27/2001

Mailing Address

3901 NW 115 AVENUE
MIAMI, FL 33178

Changed: 04/27/2001

Registered Agent Name & Address

NAMOFF, ROBERT
3901 NW 115 AVENUE
MIAMI, FL 33178

Name Changed: 04/27/2001

Address Changed: 04/27/2001

Officer/Director Detail

Name & Address

Title CD

NAMOFF, ROBERT
3901 NW 115 AVENUE
MIAMI, FL 33178

Title PD

PALMER, JAMES
3901 NW 115 AVE.
MIAMI, FL 33178

Title T

KOVEN, MICHAEL
3901 NW 115 AVE.
MIAMI, FL 33178

Title VPD

RUBIN, RONALD
3901 NW 115 AVENUE
MIAMI, FL 33178

Title Director, VP

Namoff, Gregory
3901 NW 115 AVENUE
MIAMI, FL 33178

Annual Reports

Report Year	Filed Date
2020	05/29/2020
2021	04/11/2021
2022	03/18/2022

Document Images

03/18/2022 -- ANNUAL REPORT	View image in PDF format
04/11/2021 -- ANNUAL REPORT	View image in PDF format
05/29/2020 -- ANNUAL REPORT	View image in PDF format
04/09/2019 -- ANNUAL REPORT	View image in PDF format
04/10/2018 -- ANNUAL REPORT	View image in PDF format
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03/14/2016 -- ANNUAL REPORT	View image in PDF format
04/01/2015 -- ANNUAL REPORT	View image in PDF format
04/07/2014 -- ANNUAL REPORT	View image in PDF format
04/04/2013 -- ANNUAL REPORT	View image in PDF format
04/02/2012 -- ANNUAL REPORT	View image in PDF format
04/22/2011 -- ANNUAL REPORT	View image in PDF format
04/08/2010 -- ANNUAL REPORT	View image in PDF format
03/10/2009 -- ANNUAL REPORT	View image in PDF format

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04/22/1999 -- ANNUAL REPORT	View image in PDF format
01/21/1998 -- ANNUAL REPORT	View image in PDF format
02/18/1997 -- ANNUAL REPORT	View image in PDF format
03/18/1996 -- ANNUAL REPORT	View image in PDF format
03/03/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

ALLIED UNIVERSAL CORPORATION
Established 1954

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

March 2023

The following bleach bid was cancelled early.

City of Stuart (September 2010)

Very truly yours,

Allied Universal Corporation

Cristhianne Munguia
Bid Coordinator

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

30 Neil Gunn Drive
Ellisville, MS 39437

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Ft. Pierce, Florida 34987
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Jacksonville, FL 32207
AUC **Jacksonville**- 904-619-6180

2815 Inland Transport St.
Palmetto, Florida 34221

City of Stuart Chain of Events

After Allied Universal was awarded this bid in September 2009, many orders were placed and delivered with no problems.

The requirements of the bid were for full tanker loads of 5,000 gallons but the city of Stuart was only taking 3,000 gallons or less. When Allied reviewed this issue with the city, all the problems with our product started to happen.

Jim Parks, from the City of Stuart, started advising his superiors that our product was clogging his filter. After reviewing the unloading, Allied was able to demonstrate that the City of Stuart was using the wrong filter.

After the right filters were used, the problem went away.

The City of Stuart renewed their contract with Allied on August 25th., 2010 but on the first delivery, under the renewed contract on September the 10th., they claim having received a load that clogged their filter. They never called to advise any one at Allied of the problem.

On September 9th Mr. Parks told the dispatcher to send another load on the 23 of September, but on the night of the 22nd. Mr. Parks left a voice message to cancel the delivery since they had switch the business to Odyssey.

If Allied was not performing, why was the bid renewed on August 25th 2010?
If in fact they had a problem on the load September 10th why, not call and advise us?

Allied feels that there are other reasons involved that we're not aware of them to make this hasty decision

ALLIED UNIVERSAL CORPORATION
Celebrating 50 Years
1954 2004

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

CHEMICAL ENGINEERS

PETE BRUNETTE

Work - (800) 648-3293
Emergency – (912) 617-4869.

Education:

B.S. Chemical Engineering – University of Alabama
Graduated 1992

Experience:

Over Twelve years in the chlorine and sodium hypochlorite production

SYLVIA DEPUTY

Work - (305) 888-2623
Emergency – (772) 480-1429

Education:

B.S. Agricultural and Biological Engineering -University of Florida, 1998-2000
Master of Engineering in Environmental Engineering-University of Florida-2010-2012

Experience:

Over 12 years in the environmental engineering and regulatory compliance fields

EMERGENCY CONTACT NUMBERS

CORPORATE:

WORKING HOURS: **(305) 888 – 2623**

EMERGENCY CONTACTS (OTHER PHONE NUMBERS):

1. DAN DEBEAU (E FL REGIONAL OPERATIONS MANAGER) — WORK (772) 242-9727, CELL (309) 213-4936
2. DON COUCHE (MANATEE & NORTH REGIONAL OPERATIONS MANAGER) — WORK (941) 803-4581, CELL (941) 993-2548
3. MIKE HARRIS (FLEET MAINTENANCE MANAGER) — WORK (912) 267-9590, CELL (912) 571-0704
4. JAY BRUNELLE (DRIVER SAFETY COMPLIANCE MANAGER - SOUTH) — CELL (413) 222-5440
5. SHANE LYON (DRIVER SAFETY COMPLIANCE MANAGER – NORTH) — CELL (813) 507-6044
6. JOSH WIGGIN (TSUI FLEET OPERATIONS MANAGER) — WORK (786) 623-6457, CELL (904) 465-2566
7. FRANCES MENDEZ (ASSISTANT TSUI OPERATIONS MANAGER) — WORK (786) 646-2840, CELL (386) 334-6992
8. TODD TUCKER (VICE PRESIDENT OF OPERATIONS - SECURITY) — WORK (786) 522-0200, CELL (903) 987-3248

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

BRANCHES:

MIAMI, FL (305) 888-2623	
JAIMIE JOHNSON	CELL # (305) 216-4612
JESUS CARPHUAPOMA	CELL # (786) 712-2254
JOEL CASTILLO	CELL # (786) 390-4586
FT. PIERCE, FL (772) 464-6195	
DAVID STALLINGS	CELL # (561) 707-2380
WALTER CIECWIERZ	CELL # (201) 993-3536
BILL ESTERLINE	CELL # (772) 469-6735
MANATEE, FL	
BILLY ROY	CELL # (813) 405-9086
JESUS RODRIGUEZ MILLAN	CELL # (305) 409-9859
ROY POUND	CELL # (727) 504-2243
TAMPA, FL (813) 832-4868 THRU END OF JANUARY 2023	
KEN HAYES	CELL # (313) 820-4339
JANET DAVIS	CELL # (813) 436-6362
BRUNSWICK, GA (912) 267-9470	
WILLIAM WARE	CELL # (502) 333-8059
MUSTAFA HUDSON	CELL # (912) 230-6003
CHARITY BREWER	CELL # (912) 230-8680
JACKSONVILLE, FL (AND DOTHAN, AL) (904) 438-4976	
KY NICHOLSON	CELL # (904) 607-8141
DAVID SCHULTZ	CELL # (912) 222-9487
LISA DALE	CELL # (770) 769-6528
ELLISVILLE, MS (AND MOBILE, AL) (601) 477-2550	
BOB BOYKIN	CELL # (601) 678-8275
TIGRAN ARMSTRONG	CELL # (601) 554-6582
ERIN JORDAN	CELL # (601) 319-8754

12/14/2022

ALLIUNI-01 TGARRIDO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/18/2022

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
Collinsworth, Alter, Fowler & French, LLC
15050 NW 79th Court
Suite 200
Miami Lakes, FL 33016

CONTACT NAME: Teresa Garrido
PHONE (A/C, No, Ext): (305) 822-7800 FAX (A/C, No): (305) 362-2443
E-MAIL ADDRESS: tgarrido@caffllc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Ins Company	17370
INSURER B : Great Divide Insurance Co	25224
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Allied Universal Corp.
3901 NW 115 Avenue
Miami, FL 33178

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	X CLAIMS-MADE ☐ OCCUR			GLP202370315	8/31/2022	8/31/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Retro Date 1/12/1988						MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	☐ POLICY ☐ PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BAP202370415	8/31/2022	8/31/2023	BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	☐ UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 6,000,000
	X EXCESS LIAB ☐ CLAIMS-MADE			FFX202370615	8/31/2022	8/31/2023	AGGREGATE	$ 6,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Poll Liab Claim MAde			SSP202370515	8/31/2022	8/31/2023	Ech Poll Condition**	1,000,000
A	Poll Retro 8/21/95			SSP202370515	8/31/2022	8/31/2023	Total Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is named Additional Insured as respects Commercial General Liability, per policy terms and conditions.

CERTIFICATE HOLDER

City of Margate
5790 Margate Blvd
Margate, FL 33063

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/20/2023

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
Arthur J. Gallagher Risk Management Services, LLC
200 South Orange Avenue
Orlando FL 32801

CONTACT NAME: Lillie Alvarez
PHONE (A/C, No, Ext): 561-998-6782 FAX (A/C, No): 305-592-4049
E-MAIL ADDRESS: Lillie_Alvarez@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance Company of Pittsburg	19445
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ALLIUNI-03
Allied Universal Corporation
3901 NW 115th Ave
Miami FL 33178

COVERAGES **CERTIFICATE NUMBER:** 69244989 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			039326857	6/30/2022	6/30/2023	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Margate
5790 Margate Blvd
Margate FL 33063

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ALLIED UNIVERSAL CORPORATION
Established 1954

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

AFFIDAVIT

This is to certify that as required, all Sodium Hydroxide 50% to be furnished to the City of Margate will comply with applicable ANSI/AWWA Standard and NSF 60 Standard or as may be amended.

STATE OF FLORIDA
COUNTY OF: Miami-Dade

Sworn to (or affirmed) and Subscribed before me.
By means of ☑ physical presence or ☐online notarization.
This 23rd day of March, 2023

By: _____
Cristhianne Munguia
Bid Coordinator

(Notary Seal)

_____

IRENE LORENA ALVAREZ
Notary Public - State of Florida
Commission # HH 181159
My Comm. Expires Oct 4, 2025
Bonded through National Notary Assn.

Lorena Alvarez

Signature of Notary Public.

Irene Lorena Alvarez
Print or Type Name of Notary

Personally Known ☑
Or Produced Identification ☐

_____
Type of Identification Produced

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, March 20, 2023** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

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

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

Allied Universal Corporation

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

Facility : Fort Pierce, FL

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda	Corrosion & Scale Control	100 mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Rayon Grade Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide	Corrosion & Scale Control	100 mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

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

Facility : Miami, FL

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L
Caustic Soda	Corrosion & Scale Control	100mg/L
Rayon Grade Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide	Corrosion & Scale Control	100mg/L

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

Facility : Palmetto, FL

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Caustic soda	Corrosion & Scale Control	100mg/L
Caustic soda 25%	Corrosion & Scale Control	200mg/L
Rayon Grade Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

Facility : Brunswick, GA

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda	Corrosion & Scale Control	100 mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Rayon Grade Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide	Corrosion & Scale Control	100 mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

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

Facility : Ellisville, MS

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda	Disinfection & Oxidation	100 mg/L

Sodium Hydroxide	Disinfection & Oxidation	100 mg/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 30

Processing time was 0 seconds

SAFETY DATA SHEET

1. Identification

Product identifier	**Sodium Hydroxide Solution 25-50%**	
Other means of identification		
SDS number	AUC-003	
Synonyms	Sodium hydroxide * Soda lye solution * Caustic soda solution * Caustic soda * Lye * Liquid caustic	
Recommended use	Water Treatment; pH Neutralizer; Pulping and Bleach; Manufacture of Detergents and Soaps	
Recommended restrictions	None known.	
Manufacturer/Importer/Supplier/Distributor information		
Manufacturer		
Company name	Allied Universal Corporation	
Address	3901 N.W. 115th Avenue Miami, FL 33178 United States	
Telephone	General:	1-305-888-2623
	24-Hour alert:	1-786-522-0207
Website	www.alliedunivesal.com	
E-mail	Not available.	
Contact person	Operations Department	
Emergency phone number	CHEMTREC	1-800-424-9300 (US/Canada) +01 703-527-3887 (International)
Supplier	Refer to Manufacturer	

2. Hazard(s) identification

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
OSHA defined hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	

Label elements

Signal word	Danger
Hazard statement	May be corrosive to metals. Causes severe skin burns and eye damage. May cause respiratory irritation.
Precautionary statement	
Prevention	Keep only in original container. Do not breathe mist. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection.
Response	Specific treatment (see this label). IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. Wash contaminated clothing before reuse. If inhaled: Remove person to fresh air and keep comfortable for breathing. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. Absorb spillage to prevent material damage.
Storage	Store in a well-ventilated place. Keep container tightly closed. Store in corrosive resistant container with a resistant inner liner.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard(s) not otherwise classified (HNOC)	No OSHA defined hazard classes. Other hazards which do not result in classification: Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts vigorously, violently or explosively with many organic and inorganic chemicals, such as strong acids, acid chlorides, acid anhydrides, ketones, glycols and organic peroxides. Chronic skin contact with low concentrations may cause dermatitis.
Supplemental information	Not applicable.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Sodium hydroxide	Caustic soda Lye Soda lye	1310-73-2	25 - 50

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

4. First-aid measures

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

5. Fire-fighting measures

Suitable extinguishing media	Use fire-extinguishing media appropriate for surrounding materials. Water fog. Foam. Dry chemical powder. Carbon dioxide (CO_2).
Unsuitable extinguishing media	Do not use a solid water stream as it may scatter and spread fire. Some chemical extinguishing agents may react with this material. Do not use halogenated extinguishing agents.
Specific hazards arising from the chemical	Not considered flammable. Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. The heat that is generated may be sufficient enough to ignite nearby combustible materials. Reacts vigorously, violently or explosively with many organic and inorganic chemicals, such as strong acids, acid chlorides, acid anhydrides, ketones, glycols and organic peroxides. Toxic fumes, gases or vapors may evolve on burning.
Special protective equipment and precautions for firefighters	Firefighters should wear proper protective equipment and self-contained breathing apparatus with full face piece operated in positive pressure mode. A full-body chemical resistant suit should be worn.
Fire fighting equipment/instructions	Fight fire with normal precautions from a reasonable distance. Evacuate the area promptly. Move containers from fire area if you can do so without risk. Use water spray to cool unopened containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.

Hazardous combustion products Sodium oxides.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures Immediately evacuate personnel to safe areas. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. For personal protection, see section 8 of the SDS.

Methods and materials for containment and cleaning up Ventilate the area. Remove sources of ignition. Stop leak if you can do so without risk. Absorb spillage to prevent material damage. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Water spray may reduce vapor; but may not prevent ignition in closed spaces.

Small Spills: Contain and absorb spilled liquid with non-combustible, inert absorbent material (e.g. sand). Dilute alkali with water and neutralize with acids (e.g. acetic acid / vinegar).

Large Spills: Prevent entry into waterways, sewer, basements or confined areas. If not recoverable, dilute with water or flush to holding area and neutralize. Remove with vacuum trucks or pump to storage/salvage vessels. Contact the proper local authorities.

Never return spills to original containers for re-use. Contaminated absorbent material may pose the same hazards as the spilled product. For waste disposal, see section 13 of the SDS.

Environmental precautions Avoid discharge into drains, water courses or onto the ground. Contact local authorities in case of spillage to drain/aquatic environment.

7. Handling and storage

Precautions for safe handling Use only outdoors or in a well-ventilated area. Wear chemically resistant protective equipment during handling. Wear protective gloves/clothing and eye/face protection. Do not breathe mist. Do not taste or swallow. Avoid contact with eyes, skin and clothing. Keep away from heat. Keep away from metals and other incompatibles. When preparing or diluting solution, always add to water, slowly and with stirring. Use cold water to prevent excessive heat generation. When diluting, always add the product to water. Never add water to the product. Label containers appropriately. Wash thoroughly after handling. When using, do not eat, drink or smoke. Avoid release to the environment.

Conditions for safe storage, including any incompatibilities Store in a cool, dry place out of direct sunlight. Store in a well-ventilated place. Store locked up. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Inspect periodically for damage or leaks. Store away from incompatible materials (see Section 10 of the SDS). Store in original tightly closed container. May be corrosive to Aluminum, stainless steels, carbon steel, copper, bronze, etc. Store in corrosive resistant/ container with a resistant inner liner.
Compatible storage materials may include, but are not limited to the following: nickel and nickel alloys, steel, plastics, plastic or rubber-lined steel, FRP, or Derakane vinyl ester resin. Do not allow material to freeze.

8. Exposure controls/personal protection

Occupational exposure limits

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

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

US. ACGIH Threshold Limit Values

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

US. NIOSH: Pocket Guide to Chemical Hazards

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

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

Appropriate engineering controls	Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level.
Individual protection measures, such as personal protective equipment	
Eye/face protection	Wear eye/face protection. Chemical goggles and face shield are recommended.
Skin protection	
Hand protection	Wear appropriate chemical resistant gloves. Advice should be sought from glove suppliers.
Other	Where contact is likely, wear chemical-resistant gloves, a chemical suit, rubber boots, and chemical safety goggles plus a face shield. Eye wash facilities and emergency shower must be available when handling this product.
Respiratory protection	In case of insufficient ventilation, wear suitable respiratory equipment. A NIOSH/MSHA approved air-purifying respirator with the appropriate chemical cartridges or a positive-pressure, air-supplied respirator may be used to reduce exposure. Use a positive-pressure air-supplied respirator if there is any potential for an uncontrolled release, exposure levels are not known, or any other circumstances where air-purifying respirators may not provide adequate protection. Respirators should be selected based on the form and concentration of contaminants in air, and in accordance with OSHA (29 CFR 1910.134). Advice should be sought from respiratory protection specialists.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.
General hygiene considerations	Do not breathe mist. Avoid contact with eyes, skin and clothing. When using, do not eat, drink or smoke. Upon completion of work, wash hands before eating, drinking, smoking or use of toilet facilities. Remove soiled clothing and wash it thoroughly before reuse. Handle in accordance with good industrial hygiene and safety practice.

9. Physical and chemical properties

Appearance	Clear to slightly turbid, viscous liquid.
Physical state	Liquid.
Form	Viscous liquid.
Color	Clear water-white
Odor	Odorless.
Odor threshold	Not available.
pH	> 14 (at high alkali concentration in water, pH scale is not applicable)
Melting point/freezing point	-13 °F (-25 °C) (25% concentration)
Initial boiling point and boiling range	284 °F (140 °C) (50% concentration) 240.8 °F (116 °C) (25% concentration)
Flash point	Not Applicable
Evaporation rate	Not applicable (the only evaporation that occurs is water)
Flammability (solid, gas)	Not available.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not Applicable
Flammability limit - upper (%)	Not Applicable
Explosive limit - lower (%)	Not Applicable
Explosive limit - upper (%)	Not Applicable
Vapor pressure	0.2 kPa 1.5 mm Hg 95 mm Hg @ 60°F
Vapor pressure temp.	77 °F (25 °C)
Vapor density	Not available.
Relative density	1.52 g/cm^3 (50% concentration)
Relative density temperature	68 °F (20 °C)
Solubility(ies)	
Solubility (water)	Soluble in all proportions.

Solubility (other)	Soluble in absolute alcohol, methanol and glycerol. Moderately soluble in ethanol. Insoluble in acetone and diethyl ether.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not Applicable
Decomposition temperature	Not available.
Viscosity	25.39 cSt (40% solution)
Viscosity temperature	68 °F (20 °C)
Other information	
Specific gravity	1.29 (25% concentration) 1.52 (50% concentration)

10. Stability and reactivity

Reactivity	Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. May be corrosive to Aluminum, stainless steels, carbon steel, copper, bronze, etc.
Chemical stability	Material is stable under normal conditions. Rapidly absorbs moisture and carbon dioxide from the air forming sodium carbonate. Water, when added to sodium hydroxide may cause localized overheating and possible spattering.
Possibility of hazardous reactions	Reacts vigorously, violently or explosively with many organic and inorganic chemicals, such as strong acids, acid chlorides, acid anhydrides, ketones, glycols and organic peroxides. Attacks plastics, such as polyamide-imide (Torlon) (10-100% solutions), polybutylene terephthalate and polyethylene terephthalate (20-100%), thermoset polyester isophthalic acid (10-100%), polyvinylidene fluoride (Kynar; PVDF) (70-100% solutions), polyurethane (riged) (80-100%), and polyvinylidene chloride (Saran) (100%); elastomers, such as polysulfide and butadiene-styrene (SBR) (10-100%) and soft rubber (30-100%) (52,55); and coatings, such as polyester and vinyls (10-100%), coal tar epoxy, general purpose epoxy, epoxy polyamide and phenolic (7 -100%).
Conditions to avoid	Contact with incompatible materials. Avoid high temperatures. Do not use in areas without adequate ventilation.
Incompatible materials	Metals. Acids. Sodium borohydride. Tetrahydrofuran. Chlorinated compounds. Maleic anhydride. Cyanogen azide. Nitroalkanes. Silver nitrate. Ammonia. Acetaldehyde. Acrolein. Acrylonitrile. Allyl alcohol. Phosphorus. Hydroquinone. Sugars. Methanol. Zinc. Aluminum. Tin.
Hazardous decomposition products	None known. In the event of fire the following can be released: Sodium oxides.

11. Toxicological information

Information on likely routes of exposure

Inhalation	May cause severe irritation to the nose, throat, and respiratory tract.
Skin contact	Causes severe skin burns. Not expected to be absorbed through the skin.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns.
Most important symptoms/effects, acute and delayed	Inhalation of mists can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.

Information on toxicological effects

Acute toxicity	There is no available data for the product itself, only for the ingredients. See below for individual ingredient acute toxicity data.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Acute		
Dermal		
LD50	Rabbit	No Data in Literature

Components	Species	Test Results
Inhalation		
LC50	Rat	No Data in Literature
Oral		
LD50	Rat	No Data in Literature

* Estimates for product may be based on additional component data not shown.

Skin corrosion/irritation Hazardous by OSHA criteria.
Skin corrosion/irritiation - Category 1. Causes severe skin burns.

Serious eye damage/eye irritation . Hazardous by OSHA criteria. Serious eye damage/eye irritation - Category 1 Causes serious eye damage.

Respiratory or skin sensitization

Respiratory sensitization Not expected to be a respiratory sensitizer.

Skin sensitizer Causes skin burns.

Germ cell mutagenicity Not expected to be mutagenic.

Carcinogenicity This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity This product is not expected to cause reproductive or developmental effects.

Specific target organ toxicity - single exposure Hazardous by OSHA criteria.
Specific Target Organ Toxicity (STOT), Single Exposure. Category 3. May cause respiratory irritation.

Specific target organ toxicity - repeated exposure Not classified as a specific target organ toxicity -repeated exposure.

Aspiration toxicity Not expected to be an aspiration hazard.

Chronic effects Chronic skin contact with low concentrations may cause dermatitis.

12. Ecological information

Ecotoxicity Because of the high pH of this product, it would be expected to produce significant ecotoxicity upon exposure to aquatic organisms and aquatic systems. However, may be neutralized by naturally occurring acidity in the environment. The ingredient ecotoxicity data appearing below is expected to be primarily associated with pH.

Components		Species	Test Results
Sodium hydroxide (CAS 1310-73-2)			
Aquatic			
Acute			
Crustacea	EC50	Water flea (Ceriodaphnia dubia)	40 mg/l, 48 hours
Fish	LC50	Western mosquitofish (Gambusia affinis)	125 mg/l, 96 hours

Persistence and degradability No data is available on the degradability of this product. Biodegradation is not applicable to inorganic substances.

Bioaccumulative potential No accumulation in living organisms is expected due to high solubility and dissociation properties.

Mobility in soil High water solubility indicates a high mobility in soil.

Other adverse effects No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions Collect and reclaim or dispose in sealed containers at licensed waste disposal site. This material and its container must be disposed of as hazardous waste. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container. Dispose of contents/container in accordance with local/regional/national/international regulations.

Local disposal regulations Dispose in accordance with all applicable regulations.

Hazardous waste code The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN number	UN1824
UN proper shipping name	SODIUM HYDROXIDE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	II
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling. US CERCLA Reportable Quantity (RQ): 1000 lbs / 454 kg
Special provisions	B2, IB2, N34, T7, TP2
Packaging exceptions	154
Packaging non bulk	202
Packaging bulk	242

IATA

UN number	UN1824
UN proper shipping name	SODIUM HYDROXIDE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	II
Environmental hazards	No.
ERG Code	8L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Other information	
Passenger and cargo aircraft	Allowed.
Cargo aircraft only	Allowed.

IMDG

UN number	UN1824
UN proper shipping name	SODIUM HYDROXIDE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	II
Environmental hazards	
Marine pollutant	No.
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	This substance/mixture is not intended to be transported in bulk.

DOT

IATA; IMDG

15. Regulatory information

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

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

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2) Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories Immediate Hazard - Yes
Delayed Hazard - No
Fire Hazard - No
Pressure Hazard - No
Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical No

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

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

Not regulated.

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

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

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

Not listed.

US. Massachusetts RTK - Substance List

Sodium hydroxide (CAS 1310-73-2)

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

Sodium hydroxide (CAS 1310-73-2)

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

Sodium hydroxide (CAS 1310-73-2)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)

US. California Proposition 65

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

International Inventories

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

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

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

Issue date 12-19-2014

Version # 01

HMIS H= 3, F= 0, R= 0

NFPA H= 3, F= 0, R= 1

NSF Certified to NSF/ANSI 60

Maximum Use in Potable Water for Sodium Hydroxide 25%: 200 mg/L. Maximum Use in Potable Water for Sodium Hydroxide 50%: 100 mg/L.

List of abbreviations

ACGIH: American Conference of Governmental Industrial Hygienists
CAS: Chemical Abstract Services
CERCLA: Comprehensive Environmental Response, Compensation and Liability Act of 1980
CFR: Code of Federal Regulations
DOT: Department of Transportation
DSL: Domestic Substance List
EINECS: European Inventory of Existing Commercial chemical Substances
EPA: Environmental Protection Agency
EPCRA: Emergency Planning and Community Right-to-Know Act
HSDB® - Hazardous Substances Data Bank
IARC: International Agency for Research on Cancer
IATA: International Air Transport Association
IBC: Intermediate Bulk Container
ICAO: International Civil Aviation Organization
IMDG: International Maritime Dangerous Goods
LC: Lethal Concentration
LD: Lethal Dose
NIOSH: National Institute of Occupational Safety and Health
NOEC: No observable effect concentration
NTP: National Toxicology Program
OECD: Organisation for Economic Cooperation and Development
OSHA: Occupational Safety and Health Administration
PPE: Personal Protective Equipment
RCRA: Resource Conservation and Recovery Act
RTECS: Registry of Toxic Effects of Chemical Substances
SARA: Superfund Amendments and Reauthorization Act
SDS: Safety Data Sheet
STEL: Short Term Exposure Limit
TLV: Threshold Limit Values
TWA: Time Weighted Average

Disclaimer

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

Disclaimer
This Safety Data Sheet was prepared by ICC The Compliance Center Inc. using information provided by / obtained from Allied Universal Corporation and CCOHS' Web Information Service. The information in the Safety Data Sheet is offered for your consideration and guidance when exposed to this product. ICC The Compliance Center Inc. and Allied Universal Corporation expressly disclaim all expressed or implied warranties and assume no responsibilities for the accuracy or completeness of the data contained herein. The data in this SDS does not apply to use with any other product or in any other process.

This Safety Data Sheet may not be changed, or altered in any way without the expressed knowledge and permission of ICC The Compliance Center Inc. and Allied Universal Corporation The information in the sheet was written based on the best knowledge and experience currently available.

Bibliography

ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices (2014)
Canadian Centre for Occupational Health and Safety, CCInfoWeb Databases, 2014 (Chempendium, RTECs, HSDB, INCHEM)
Material Safety Data Sheet from manufacturer.
OECD - The Global Portal to Information on Chemical Substances - eChemPortal, 2014.

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Established 1954

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305-888-2623 office
305-885-4671 fax

50% SODIUM HYDROXIDE

TEHCNICAL SALES SPECIFICATION FOR 50% LIQUID CAUSTIC SODA – COMMERICAL GRADE

Sodium Oxide	38.0% - 39.5%
Sodium Hydroxide	49.0% - 51.0%
Sodium Chloride	1.1% maximum
Sodium Carbonate	0.20% maximum
Sodium Sulfate	600 ppm maximum
Specific Gravity	1.5208 to 1.5388 @ 60 degrees F
Iron (Fe)	7 ppm maximum
MaColor	Colorless
Odor	Odorless
Appearance/Physical State	Clear viscous liquid

Certified to ANSI/NSF Standard 60. Maximum Use in Potable Water is 100 mg/L.
AWWA Standard B501-13.

CSSPEC-08/18

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July 2017

Dear Allied Customer:

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

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

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

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

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

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

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

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CONTENTS

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

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SPILL CONTINGENCY

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

Please insert applicable phone numbers and names for your location.

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

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

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

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

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

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

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

1. National Response Center 800-424-8802

And to the following agencies per State applicable laws:

2. The State Warning Point/State Emergency Response Hotline

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

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

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

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

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

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

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

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REPORTABLE QUANTITY CHEMICAL LIST

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

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II. PROCEDURES FOR SODIUM HYDROXIDE SOLUTION

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

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

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3. Treatment, Neutralization, Clean Up Procedures

   a. Spills of Sodium Hydroxide solution must never be rinsed or flushed to drains or sewers. Suitable absorbent materials such as sand, vermiculite or clay should be used to absorb the material. Contaminated absorbents and soils should be scraped up using shovels and placed in suitable hazardous material containers and disposed of in accordance with all applicable regulations.

   b. After removing absorbents from ground, neutralization of remaining residue may be accomplished using a weak acid solution such as 5% acetic acid (vinegar). Neutralization will occur rapidly and should be checked with pH paper. Caution should be used as some heat may be generated during this process. By-products of this neutralization are water and salt.

   c. After neutralization has been conducted, the remaining residue is generally considered safe for rinsing to local sewer systems connected to Waste Water Treatment Stations.

Permission must be obtained through the local treatment facility and local environmental agencies before rinsing of residue is started.

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CITY OF MARGATE

FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT BID 2023-006

BID BOND REQUIRED: N/A

BID OPENING DATE: THURSDAY, MARCH 30, 2023

BID OPENING TIME: 11:00 AM

ALL PROPOSALS MUST BE RECEIVED BY THE PURCHASING DIVISION PRIOR TO THE DATE AND TIME SPECIFIED ABOVE

ADDENDUM NO. 1

BID NO. 2023-006
FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT

March 23, 2023

TO ALL BIDDERS:

Please incorporate the following information/clarifications, changes, additions, and/or deletions into the bid packet for the above referenced project:

QUESTIONS AND CLARIFICATIONS:

1. Would Margate be willing to review anything less than a three-year firm price?

   The City of Margate bids for a one (1) year Agreement and the Agreement shall have the option to renew for four (4) additional one (1) year extensions.

   REMOVE: PAGE 20

   REPLACE: PAGE 20a

   REMOVE: PAGE 23

   REPLACE: PAGE 23a

This addendum consists of four (4) pages.

There are no other changes at this time.

Wylene Sprouse NIGP-CPP, CPPB

Wylene Sprouse NIGP-CPP, CPPB
Purchasing Supervisor
3/23/2023

Please sign and return the acknowledgment page of this addendum by email or by fax. The original acknowledgement page is to be included with your qualifications submission.

ACKNOWLEDGEMENT FORM

ADDENDUM NO. 1

BID NO. 2023-006
FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT

I acknowledge receipt of Addendum No. 1 for BID No. 2023-006, Furnish and Deliver Sodium Hydroxide 50% by Weight. This addendum contains four (4) pages. Please include the original of this form in your qualifications submission.

Company Name: Brenntag Mid-South Inc

Address: 250 Central Florida Parkway, Orlando, FL 32824

Name of Signer Ray Sibbitt
(please print)

Signature: Ray Sibbitt

Date: 3/27/23

Telephone: 270-860-3145

Facsimile: Go Green

Please fax your completed form to (954) 935-5258 or e-mail to purchase@margatefl.com.

Wylene Sprouse NIGP-CPP, CPPB

Wylene Sprouse NIGP-CPP, CPPB
Purchasing Supervisor
03/23/2023

NOTE: The original of this form must be included with your BID submission.

73. **AGREEMENT RENEWAL:** The City of Margate hereby bids for a one (1) year Agreement for services or supplies (unless otherwise indicated in the bid specifications), and the Agreement shall have the option to renew for four (4) additional one (1) year extensions, providing both parties agree, providing all terms and conditions and specifications remain the same, providing for availability of funding.

74. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from the General Conditions shall have precedence.

75. **WORKING HOURS AND INSPECTIONS:** The City of Margate's working hours are Monday through Friday 8 A.M. – 6 P.M. Contractor must plan for and schedule inspections within the City's working hours. Contractor can perform Work Monday – Saturday from Dawn to Dusk. Work on Sunday is not permitted unless a special request is made to the City 48 hours in advance. All requests must be approved by the City Manager.

76. **NO WAIVER:** No waiver of any provision, covenant, or condition within this agreement or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.

77. **WAIVER:** No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

78. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, including all Agreement Documents, and there are no other promises; representations, or warranties affecting it.

79. **REGULATIONS:** All applicable laws and regulations of the Federal Government, State of Florida, Broward County, and Ordinances of the City of Margate will apply to any resulting award of Agreement.

80. **PUBLIC RECORDS:** The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

    a. Keep and maintain public records required by the City of Margate to perform the service.

    b. Upon request from the City of Margate's custodian of public records, provide the City of Margate 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 this chapter 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 for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City of Margate.

    d Upon completion of the Agreement, transfer, at no cost, to the City of Margate all public records in possession of the Contractor or keep and maintain public records required by the City of Margate to perform the service. If the Contractor transfers all public records to the City of Margate upon completion of the Agreement, the Contractor shall

SPECIAL CONDITIONS

BID NO.2023-006
FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT

The City of Margate will accept sealed proposals to provide all materials, labor, supplies, equipment, and transportation to FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT, less than truckload and truckload deliveries, for the Department of Environmental and Engineering Services, located at 6630 NW 9 Street, Margate, FL 33063 and the participating members of the Cooperative.

The City of Margate hereby bids for a one (1) year contract for services or supplies (unless otherwise indicated in the bid specifications), and the Agreement shall have the option to renew for four (4) additional one (1) year extensions, providing both parties agree, providing all terms, conditions and specifications remain the same, providing for availability of funding.

The City will issue a notification of intent to renew 90 days prior to the expiration of the initial Agreement. Contractor shall respond within fourteen (14) calendar days from date of notice.

Deliveries shall be made Monday through Friday, between the hours of 7:00 AM and 4:00 PM within seven (7) days of order placement. Materials are to be delivered to 6630 NW 9th Street, Margate, FL 33063. The City of Margate has an above ground tank for the storage of this commodity. Deliveries will be pumped into a tank equipped with a 2" polypropylene Cam lock fitting. The City uses approximately 14,000 gallons annually of Sodium Hydroxide. Tank size is 6,000 gallons. The average ordering amount is 3,500 gallons. There are no other special instructions.

Less than truckload deliveries are amounts less than 3,500 gallons. Truckload deliveries are for amounts 3,500 gallons and greater.

The Sodium Hydroxide must be certified to ANSI/NSF Standard 60 for use in drinking water.

The co-op members will advise as to their particular requirements (see pages 25-31).

The delivery time for Sodium Hydroxide is to be seven (7) calendar days from order placement by City.

A blanket purchase order will be issued to the contractor with orders being called in on an "as needed basis". Invoicing shall be upon each shipment based on unit price awarded. The invoice shall indicate purchase order number, unit price, extensions, total billed, and any allowable cash discounts.

All prices bid shall be FOB Delivered to a specific City of Margate or participating cooperative agency address.

Bids will be considered only from manufacturers or their authorized distributors. The authorized distributor must regularly maintain a substantial stock of materials bid upon and must be actively engaged in the sale of the bid commodity. Such stock and facilities may be examined by a representative of the City at any time either before an award is made or during the term of the Agreement.

TABLE OF CONTENTS

PART I – GENERAL CONDITIONS	PAGE NO.
BASIC DEFINITIONS	3 – 4
NOTICE INVITING BIDS	5
INSTRUCTIONS TO BIDDERS	6 – 22
SPECIAL CONDITIONS	23 – 31
BID PROPOSAL FORM	32 – 33
SCHEDULE OF BID PRICES	34
BIDDER'S GENERAL INFORMATION	35 - 36
BID BOND	N/A
REFERENCE SHEET	37
COMPLIANCE WITH OSHA	38
STATEMENT OF NO BID	39
DRUG FREE WORKPLACE FORM	40
NON-COLLUSIVE AFFIDAVIT FORM	41 – 42
SCRUTINIZED COMPANIES CERTIFICATION	43
OFFEROR'S QUALIFICATION FORM	44 – 48
E-VERIFY FORM	49
SAMPLE INSURANCE FORM	ATTACHMENT A

1.1 BASIC DEFINITIONS

Whenever used in these Bid Specifications or in an ensuing agreement, the following terms have the meanings indicated which are applicable to both singular and plural:

1.1.1 AGREEMENT – The written agreement between the City and Contractor covering the Work to be performed including other documents that are attached to the Agreement or made a part thereof.

1.1.2 CHANGE ORDER – A document which is signed by Contractor and City and authorizes an addition, deletion or revision in the Work within the general scope of this Agreement, or an adjustment in the Contract Price or the Contract Time, issued on or after the effective date of the Agreement.

1.1.3 CITY – The City Commission of the City of Margate, Florida with whom the Contractor has entered into an Agreement and for whom the Work is to be provided.

1.1.4 CONTRACTOR - A person or company that undertakes a contract to provide materials or labor to perform a service or do a job.

1.1.5 BID DOCUMENTS – The bid documents consist of the General and Special Conditions, Technical (Drawings, Plans and Specifications), Non-Collusion Affidavit, Scrutinized Companies Certification, Contract, Notice of Award, Certificate of Insurance, Bonds and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements, Change Orders and Work Directive Changes issued on or after the effective date of the Contract.

1.1.6 DEFECTIVE – An adjective which when modifying the Work refers to the Work that is unsatisfactory, faulty or deficient, or does not conform to the Bid Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Bid Documents, or has been damaged prior to final payment.

1.1.7 DRAWINGS – The drawings which show the character and scope of the Work to be performed and which are referred to in the Bid Documents.

1.1.8 EFFECTIVE DATE OF THE AGREEMENT – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver or upon receipt of a signed purchase order by the Contractor.

1.1.9 ARCHITECT – N.A.

1.1.10 FIELD ORDER – A written order issued by the City or City's Representative which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Time.

1.1.11 NOTICE TO PROCEED – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run, and on which the Contractor shall start to perform the Contractor's obligations under the Bid Documents.

1.1.12 PROJECT – The total construction for which the Contractor is responsible under this Agreement, including all labor, materials, equipment and transportation used or incorporated in such construction or for the completion of the project and delivery.

1.1.13 SPECIFICATIONS – Those portions of the Bid Documents consisting of written descriptions of materials, equipment, construction systems, standards, and Workmanship as applied to the Work and certain administrative details applicable thereto.

1.1.14 SUBCONTRACTOR – An individual, firm, or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the Work.

1.1.15 SUPPLIER – A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.1.16 WORK – Work is a result of performing services, specifically, including but not limited to construction, labor furnished, soil borings, equipment and materials used or incorporated in the construction of the entire project as required by the Bid Documents.

1.1.17 WORK CHANGE DIRECTIVE – A written directive to Contractor issued on or after the effective date of the Agreement and signed by City ordering an addition, deletion, or revision in the Work. A Work Change Directive shall not change the Contract Price or Time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Time.

1.1.18 WRITTEN AMENDMENT – A written amendment of the Bid Documents, signed by City or Contractor on or after the Effective Date of the Agreement and normally dealing with the non-architectural, or non-technical aspects rather than strictly Work related aspects of the Bid Documents.

NOTICE INVITING BIDS

SUBMITTING PROPOSALS: Sealed bids will be accepted in the Purchasing Division Office, 5790 Margate Boulevard, Margate, FL 33063 until 11:00 A.M., Thursday March 30, 2023 for a completed project to **Furnish and Deliver Sodium Hydroxide 50% by Weight.**

All bids received will be publicly opened at the close of bidding in the Commission Chambers of City Hall. Bid prices will not be read aloud, only the names of the Bidders will be disclosed. All bidders or their representatives are invited to be present.

It will be the sole responsibility of the bidders to deliver its proposal to the Purchasing Division on or before the date and time specified. Bids received after the specified date and time will not be considered, and will be returned unopened to the bidder.

NO FAXED OR ELECTRONICALLY TRANSMITTED BIDS WILL BE ACCEPTED. One original copy and one electronic version (on a USB drive) shall be submitted in a sealed envelope and plainly marked on the outside of the envelope; the bidder's name and address followed by **"SEALED BID FOR Bid No.2023-006, FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT"** address where bid is to be delivered or mailed to, and the date and time of the bid opening.

Bids must be submitted on the Bid Proposal Form(s) provided herein. Failure to do so will be cause for bid to be rejected. Proposals having an erasure or correction must be initialed by the bidder in ink. Bids shall be signed in ink; all quotations shall be typewritten and filled in with pen and ink.

COMPLETION OF WORK: See Special Conditions.

The Bidder shall guarantee the total bid price for a period of 90 days from the date of bid opening.

PROJECT ADMINISTRATION: All technical questions relative to the Work shall be directed to

Mr. Wendell Wheeler
Plant Manager
6630NW 9th Street
Margate, FL 33063
(954) 972-0828

The City of Margate reserves the right to waive informalities and/or irregularities in any bid and further reserves the right to reject any and all bids and to take any other action that may be deemed necessary in its best interest.

Wylene Sprouse, NIGP-CPP, CPPB
Purchasing Supervisor

GENERAL CONDITIONS

INSTRUCTIONS TO BIDDERS

1. **DEFINED TERMS:** Terms used in these Instructions to Bidders and the Notice Inviting Bids which are defined in the General Conditions, have the meaning assigned to them in the General Conditions. The term "bidder" means one who submits a bid directly to City, as distinguished from a sub-bidder, who submits a bid to a bidder.

2. **COMPETENCY OF BIDDER:** In selecting the bid which best meets the interests of the City, consideration will be given not only to the financial standing, but also to the general competency of the bidder for the performance of the Work covered by the bid. To this end, each bid shall be supported by a statement of the bidder's experience as of recent date on the form entitled **"Reference Sheet"** herein. A "NO BID" for the Work will be accepted from a contractor who does not hold a valid contractor's license in the State and County where the Work is to be performed (if required by State or County) applicable to the type of Work bid upon at the time of opening bids.

3. **DISQUALIFICATION OF BIDDER:** More than one bid from an individual firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes that any bidder is interested in more than one bid for the Work contemplated, all bids in which such bidder is interested will be rejected. If the City has reason to believe that collusion exists among the bidders, all bids will be rejected.

4. **BIDDER'S EXAMINATION OF BID DOCUMENTS AND SITE:**

   4.1 It is the responsibility of each bidder before submitting a bid, to:

   (a) Examine the Bid Documents thoroughly,
   (b) Visit the site to become familiar with local conditions that may affect cost, progress, or performance of Work,
   (c) Consider federal, state, and local laws and regulations that may affect cost, progress, or performance of Work,
   (d) Study and carefully correlate the bidder's observations with the Bid Documents, and,
   (e) Notify the City or the City's Representative of all conflicts, errors, or discrepancies in the Bid Documents.

   4.2 The submission of a Bid will constitute an incontrovertible representation by the bidder that the bidder has complied with every requirement of "Bidders Examination of Bid Documents and Site" contained herein, that without exception the bid is premised upon performing the Work required by the Bid Documents and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. **INTERPRETATIONS:** All questions about the meaning or intent of the Bid Documents are to be directed to the City or the City's Representative in writing. Interpretations or clarifications considered necessary in response to such questions will be issued by written Addenda to all parties recorded by the City or the City's Representative as having received the Bid Documents. Questions received less than 7 business days prior to the date for opening of bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Contractor's responsibility to contact the City prior to the bid opening to determine if any addenda have been issued on the project.

6. **BID SECURITY, BONDS: (IF REQUIRED)** Each bid shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the Bid Documents. Said check or bond shall be made payable to the City and shall be given as guarantee that the bidder, if awarded the bid will enter into an Agreement with the City, and shall furnish the necessary insurance certificates, payment and performance Bonds (**IF REQUIRED)**, each of said bonds to be in the amount stated in the Agreement. In case of refusal or failure by bidder to enter into an Agreement, the check or bid bond shall be forfeited to the City. If the bidder elected to furnish a bid bond as its bid security, the bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form.

7. **RETURN OF BID SECURITY:** Within 14 business days after award of the bid or Agreement, the City will return the bid securities for the bids not considered in making the award. All other bid securities will be held until the Agreement has been fully executed. They will then be returned to the respective bidders whose bids they accompany.

8. **BID FORM:** The bid shall be made on copies of the bidding schedule bound herein.

9. **SUBMISSION OF BIDS:** Refer to **NOTICE INVITING BIDS.**

10. **DISCREPANCIES IN BIDS:** In the event there is more than one bid item in a bidding schedule, the bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the bid non-responsive and may cause its rejection. In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the Contractor shall be bound by said correction. In the event there is more than one bid item in the bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Contractor shall be bound by said correction.

11. **QUANTITIES OF WORK:** The quantities of Work or materials stated in unit price items of the bid are supplied only to give an indication of the general scope of the Work; the City does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the amount of any unit price item of the Work by an amount up to and including 25 percent of any bid item, without a change in the unit price, and shall include the right to delete any bid item in its entirety, or to add additional bid items up to and including and aggregate total amount not to exceed 25 percent of the Agreement Price.

12. **WITHDRAWAL OF BID:** The bid may be withdrawn by the bidder by means of a written request, signed by the bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the **NOTICE INVITING BIDS** for receipt of bids prior to the scheduled closing time for receipt of bids.

13. **MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS:** Unauthorized conditions, limitations, or provisos attached to the bid will render it informal and may cause its rejection as being non-responsive. The completed bid forms shall be without interlineations, alterations, or erasure in the printed text. Alternative bids will not be considered unless called for. An oral, telegraphic, telephonic, faxed or electronically transmitted bid or modification will not be considered.

14. **OR EQUAL: (Unless otherwise specified in the Bid Documents)** Manufacturer's name, brand name and model number are used in these specifications for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design required and is in no way intended to prohibit the bidding of other manufacturer's items of equal material. Equal may be bid providing units bid are equal to or exceed the quality, standards of performance, design, etc. to the item specified.

Where equal is bid, proposals must be accompanied with factory information sheets (specifications, brochures, etc.) of unit bid as equal. The City shall be the sole judge of equality and our decision will be final in the City's best interest.

Any equipment delivered under this proposal will be new, the manufacturer's latest model, and carry the standard factory warranty.

15. **AWARD OF BID:** Award of a bid, if it be awarded, will be made to the bid which is deemed to be in the best interest of the City of Margate as determined in the sole discretion of the City. Unless otherwise specified, any such award will be made within the period stated in the **NOTICE INVITING BIDS** that the bids are to remain open. Unless otherwise indicated, a single award will be made for all the bid items in an individual bidding schedule. In the event the Work is contained in more than one bidding schedule, the City may award schedules individually or in combination. In the case of two (2) bidding schedules which are alternative to each other, only one (1) of such alternative schedule will be awarded. The City reserves the right to accept or reject any or all bids/parts of bids, to waive informalities in any bid, or to take any other action that is deemed to be in the best interest of the City.

16. **EXECUTION OF AGREEMENT:** The bidder to whom award is made shall execute a written agreement on the form of agreement provided, or by accepting City's purchase order and shall secure and furnish all bonds required by the Bid Documents within ten (10) calendar days after receipt of the agreement forms or purchase order from the City. Failure or refusal to enter into an agreement or accept City's purchase order as herein provided or to conform to any stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid Security. The sample Agreement, **if required**, as attached to this bid document is in substantially executable form. City does not intend to allow or accept modifications to the general format. If the bidder who has been awarded the bid pursuant to Paragraph 15 refuses or fails to execute the Agreement, the City may award the Agreement to whichever bidder it determines next best serves its interest. On the failure or refusal of such second or third bidder (who was awarded the Agreement) to execute the Agreement, each such bidder's bid security shall be likewise forfeited to the City.

17. **SITE INSPECTION:** Bidder is responsible for a site inspection and final determination of all materials, labor, and equipment required in its proposal. Contractor will obtain complete data at the site and inspect surfaces that are to receive his/her Work. Before proceeding with Work, Contractor will be solely responsible for accuracy of measurements and laying out of Work; and will correct errors or defects due to faulty measurements taken, information obtained, layout, or due to failure to report discrepancies.

18. **GOVERNMENT RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material/quality, Workmanship, or performance of the items/services offered on the bid prior to delivery/performance, it shall be the responsibility of the successful bidder to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustment occasioned hereby, or to cancel the Agreement at no further expense to the City.

19. **PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** Pursuant to the requirements of s. 287.133 (2)(a), Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

20. **DISCRIMINATORY VENDOR LIST:** Pursuant to the requirements of s. 287.134 (2)(a) , Florida Statutes, "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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."

21. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered, as a result of this bid.

22. **TAXES:** The City is exempt from all Federal and State taxes. Contractor shall pay all sales, consumer, use and other similar taxes required, to be paid by the Contractor in accordance with the laws and regulations of the State of Florida and its political subdivisions. Contractor is responsible for reviewing the pertinent State Statutes involving such taxes and complying with all requirements.

23. **STANDARDS OF SAFETY:** The Bidder warrants that the product(s) and services supplied to the City conform in all respects to the standards set forth in the Occupational Safety and Health Act and its amendments and to any industry standards if applicable. Bid Proposal must be accompanied by Safety Data Sheet(s). (See attachment – Compliance with Occupational Safety and Health Act)

    The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to; (1) employees on the Work site and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at or adjacent to the site.

    The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury, or loss.

    Roadways have school crossing areas that are active before 8:30 A.M. and after 2:00 P.M. Contractor shall keep all crosswalk areas clear during periods when school children are present. All sidewalks shall be kept clear of any excess debris and shall not be barricaded or taped off during nights and weekends.

    Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury, or loss to all employees on the Work site and other persons and organizations who may be affected thereby; all the Work and materials and equipment to be incorporated therein, whether in storage on or off site; and other property at the site or adjacent thereto.

24. **NO BID:** Refer to "STATEMENT OF NO BID" form incorporated into the bid proposal document.

25. **SILENCE OF SPECIFICATIONS:** The apparent silence of this specification and any supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All Workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.

26. **CITY PERMITS:**
    The Contractor shall be required to obtain all necessary permits from the City Engineering and/or Building Departments. If the schedule of Bid Prices does not include a permit allowance line item,

permit fees should be included in your bid proposal. All permit applications shall be made using the City's online permitting system **ePermitting-ProjectDox** and can be obtained from the City's website at www.margatefl.com under **BUILDING DEPARTMENT** for City Building permits and under **ENVIRONMENTAL AND ENGINEERING SERVICES DEPARTMENT** for City Engineering permits. City Building permit fees are NOT waived and the cost should be included in the bid. Non-City permit fees (County and other regulatory agencies) are not waived and shall be included in the bid. City Engineering permits will not have a fee. Any questions regarding the requirements to obtain a permit from the City of Margate Building Department should be directed to (954) 970-3004. All City Engineering permits questions should be directed to DEES Department at (954) 972-0828.

27. **NOTICE TO PROCEED: The Contractor shall commence Work within ten (10) calendar days after receipt** of Notice to Proceed or Purchase Order from the City unless otherwise stated.

28. **LIABILITY INSURANCE:** The bidder will assume the full duty, obligation, and expense of obtaining all insurance required. The City shall be **additional insured** under all policies required by this proposal and Contractor shall be required to provide all necessary endorsements to the City of Margate. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder or its agents or any person the bidder has designated in the completion of its contract as a result of the bid. The successful bidder shall furnish to the Purchasing Division, City of Margate, 5790 Margate Blvd., Margate, Florida 33063 original certificates of insurance which indicate that the insurance coverage has been obtained or otherwise secured in a manner satisfactory to the City in an amount equal to 100% of the requirements provided herein and shall be presented to City prior to issuance of any Agreement(s) or award(s) document(s) which meets the requirements as outlined on sample certificate. Additionally, any subcontractor hired by the Contractor for this project shall provide insurance coverage as stated herein. City shall not be responsible for purchasing and maintaining any insurance to protect the interests of Contractor, subcontractors or others on the Work site. City specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.

29. **IDENTICAL TIE BIDS**: Refer to the **Drug Free Workplace Program Form** attachment for information on how tie bids will be handled.

30. **CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all proposers must disclose if any City employee or elected official is also an owner, corporate officer, or employee of their business. If such a relationship(s) exist, the Proposer must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.

31. **FORCE MAJEURE:** Seller's failure to make, or buyer's failure to take, any delivery or deliveries when due, if caused by Force Majeure as hereinafter defined, shall not constitute a default hereunder nor subject the party so failing to any liability to the other, provided however, the party affected by such Force Majeure shall promptly notify the other of the existence thereof and its expected duration and the estimated effect thereof upon its ability obligations hereunder.

    Such party shall promptly notify the other party when such Force Majeure circumstances have ceased to affect its ability to perform its obligations hereunder. The quantity to be delivered hereunder shall be reduced to the extent of the deliveries omitted for such cause or causes, unless both parties agree that the total quantity delivered hereunder remain unchanged. As used herein, the term Force Majeure shall mean and include an ACT OF GOD or the public enemy, accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lockouts, labor troubles, riots, sabotage, embargo, war (whether or not declared and whether or not the United States is a participant) Federal, State, or Municipal Law, regulation, order, license, priority, seizure, requisition, or allocation, failure to delay from transportation, shortage of or inability to obtain supplies, equipment, fuel, labor, or any other circumstances of a similar or different nature beyond the reasonable control of the party so failing.

31.01 COVID-19 PANDEMIC OR OTHER PANDEMICS

31.01.1 Contractor acknowledges that at the time of execution of this Agreement, there is an ongoing, worldwide pandemic related to COVID-19. This pandemic has resulted in certain restrictions on commerce and has resulted in certain delays or shortages in labor, production and supply of construction labor, materials and or equipment. Contractor represents that in arriving at its contract price and contract time, Contractor has considered present COVID-19 pandemic related impacts, including but not limited to; labor shortages, reduced productivity, government regulations, government shut downs, labor price increases, material and or equipment shortages, material and or equipment delivery delays, material and or equipment availability and material and or equipment price increases. Contractor further agrees that Contractor shall not be entitled to any additional money or time as a result of the present effects due to the COVID-19 pandemic except as otherwise set forth within this Section 31.01. Notwithstanding the above, Contractor has given City a Schedule of Values for materials when it submitted its response to the RFP and should the costs of the items in the Schedule of Values increase as a direct result of COVID-19 by more than eight percent (8%) of the amount set forth in the Schedule of Values submitted with the Contractor's response to the RFP then the Contract Price shall be adjusted to account for the difference in price. Contractor shall be responsible for providing City written proof that the increase in materials is directly due to COVID-19.

31.01.2 Contractor shall have in place a COVID-19 mitigation plan to protect employees and to reduce the impact and spread of COVID-19 at the Project. This includes, but is not limited to, performing Work while socially distanced, requiring the wearing of masks while working, regularly sanitizing high touch areas, and providing appropriate sanitizing stations throughout the Project site.

31.01.3 Should there be any change in government COVID-19 regulations by any government or agency with jurisdiction over this Project that impose new regulations applicable to the Project that are not in existence at the time of execution of this Agreement, Contractor shall be entitled to additional time, but not additional money, but only to the extent that Contractor can establish that the change in government COVID-19 regulations impacted the critical path of this Project. If such new applicable government COVID-19 regulations cause Contractor to incur actual documented hard expenses that cumulatively total over Ten Thousand Dollars ($10,000.00) then Contractor shall be reimbursed by the City for such documented hard expenses in excess of Ten Thousand Dollars ($10,000.00). If the cumulative costs Contractor incurs as a result of these changes in government COVID-19 regulations are less than Ten Thousand Dollars ($10,000.00) then Contractor shall not be entitled to any additional money. Entitlement to additional time shall not apply if there are concurrent Project delays for which Contractor is responsible.

31.01.4 In the event of a complete Project shutdown by any government or agency with jurisdiction over this Project related to COVID-19, Contractor shall, within seventy-two hours of the shutdown, provide the City with a written, detailed proposed plan for the City's written approval, of which employees (if any) shall remain during the shutdown, which shall be removed from the Project, what demobilization costs must be incurred, and what ongoing general requirements costs must be incurred. Said plan shall also identify all costs that can be mitigated during the time of the COVID-19 shutdown. Contractor shall not be compensated for demobilization costs but shall be compensated for documented remobilization costs. Contractor shall be paid for the reduced general requirements costs and the employees that remain during the shutdown in accordance with the agreed upon plan. Contractor shall be entitled to additional time, but not additional money for time impacts, but

only to the extent that Contractor can establish that the Project shutdown impacted the critical path of this Project. Entitlement to additional time shall not apply if there are concurrent Project delays for which Contractor is responsible.

31.01.5 Should any employees (including but not limited to Contractor and subcontractor and supplier employees) working on the Project test positive for COVID-19, Contractor shall promptly remove those employees and all with whom they had contact, from the site for the required quarantine period. Said employees shall not be permitted back on site until they have had two (2) negative test results or otherwise comply with the then current and applicable CDC recommendations. During this time, Contractor shall endeavor to bring in replacement employees (at no additional costs to the City) to mitigate the impacts to the Project schedule. Should the reduction in labor result in delays to the critical path of the Project schedule, Contractor shall be entitled to additional time, but not additional money, but only to the extent that Contractor can establish that reduction in labor impacted the critical path of this Project. Entitlement to additional time shall not apply if there are concurrent Project delays for which Contractor is responsible.

31.01.6 The City and Contractor shall work together at no additional cost to the other, to mitigate all future COVID-19 price impacts and/or delays, including but not limited to supplementing labor due to labor shortages, reducing labor and/or overhead if applicable to mitigate daily losses, and exploring alternative selections to materials that may not be delayed or subject to price increases. No changes in materials shall be permitted unless approved in writing via a Change Order by the City, properly executed in accordance with the Contract Documents.

32. WARRANTIES:

Warranty of Title:

The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided hereunder and there are no pending liens, claims or encumbrances whatsoever against said equipment and materials.

Warranty of Specifications:

The Contractor warrants that all equipment, materials, and Workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a Workmanlike manner.

Warranty of Merchantability:

Contractor warrants that any and all equipment to be supplied pursuant to the Agreement is merchantable, free from defects, whether patent or latent in material or Workmanship and fit for the ordinary purposes for which it is intended. Offeror shall confer to the City all warranties offered by manufacturers.

Warranty of Material and Workmanship:

Successful Offeror warrants all material and Workmanship for a minimum of one (1) year from date of completion and acceptance by Owner. If within one (1) year after acceptance by Owner, or within such larger period of time as may be prescribed by law, any of the Work is found to be defective or not in accordance with the bid/contract documents, successful Offeror shall promptly, after receipt of written notice from Owner to do so, correct the Work unless Owner has previously given successful Offeror a written acceptance of such condition. This obligation shall survive termination of the Agreement.

Warranty of Fitness for a Particular Purpose:

Successful Offeror warrants the equipment shall be fit for, and sufficient for, the purpose(s) intended and outlined within this bid/proposal package. Successful Offeror understands and agrees that Owner is purchasing the equipment in reliance upon the skill of the successful Offeror in furnishing the equipment suitable for the purpose stated.

If the equipment cannot be used in the manner stated in the bid/proposal, then Owner, at its sole discretion, may return the equipment to successful Offeror for a full refund of any and all moneys paid for the equipment.

33. CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in the current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

34. PRESENCE OF ASBESTOS MATERIALS: If in the course of Work, the Contractor encounters any existing materials which she/he suspects contain asbestos, the Contractor will stop Work in that area immediately and notify the City.

35. INTENT: It is the intent of the Bid Documents to describe a functionally complete project in accordance with the plans and specifications. Any Work, materials, or equipment that may reasonably be inferred from the Bid Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws, or regulations in effect at the time of Agreement award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Bid Documents) shall be effective to change the duties and responsibilities of City, Contractor, or any of their consultants, agents or employees from those set forth in the Bid Documents.

36. CONFLICT, ERROR OR DISCREPANCY: If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Bid Documents, Contractor shall so report to City or City's Representative in writing at once, and shall obtain a written interpretation or clarification from City or City's Representative before proceeding with the Work affected thereby.

37. AMENDING AND SUPPLEMENTING BID DOCUMENTS: The Bid Documents may be amended, upon approval by the City, to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. Change Order;
2. Formal Written Amendment, or
3. Work Change Directive.

38. REPRESENTATION OF CONTRACTOR: Execution of the Agreement or acceptance of a purchase order by the Contractor is a representation that Contractor has visited the site and become familiar with the local conditions under which the Work is to be performed.

39. BEFORE COMMENCING OPERATIONS: Before undertaking each part of the Work, Contractor shall carefully study and compare the Bid Documents and check and verify pertinent figures shown thereon. Contractor shall promptly report in writing to City or City's Representative any conflict, error, or discrepancy, which Contractor may discover and shall obtain a written interpretation or clarification from City or City's Representative before proceeding with any Work affected thereby.

40. CONTRACTOR SERVICES AND RESPONSIBILITIES:

40.1 The Contractor shall assist the City or City's Representative in filing documents required to obtain necessary approvals of governmental authorities having jurisdiction over the project.

40.2 Materials: Unless otherwise specified herein, Contractor shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up and proper completion of the Work.

Contractor warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Bid Documents and that the Work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Bid Documents.

40.3 The Contractor shall keep the City and City's Representative (if applicable) informed of the progress and quality of the Work.

40.4 If requested in writing by the City, the Contractor, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Bid Documents and shall decide, subject to determination by the Architect or Engineer (if applicable), subject to demand for arbitration, claims, disputes and other matters in question relating to performance thereunder by both City and Contractor. Such interpretations and decisions shall be in writing, shall not be presumed to be correct, and shall be given such weight as the arbitrator(s) or the court shall determine.

40.5 The Contractor shall correct Work which does not conform to the Bid Documents.

40.6 Contractor shall comply with and give all notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to the performance of the Work. City shall not be responsible for monitoring Contractor's compliance with any laws and regulations. Contractor shall promptly notify City if the Bid Documents are observed by Contractor to be at variance therewith.

40.7 The Contractor shall pay royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the City harmless from loss on account thereof, except that the City shall be responsible for such loss when a particular design, process or product of a particular manufacturer is required by the City. However, if the Contractor has reason to believe the use of a required design process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly given to the City.

40.8 The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees and parties in privity of Agreement with the Contractor to perform a portion of the Work, including their agents and employees.

40.9 The Contractor shall prepare Change Orders for the City or City Representative's approval and execution in accordance with this Agreement and shall have authority to make minor changes in the design and construction consistent with the intent of this Agreement not involving an adjustment in the Agreement sum or an extension of the Agreement time. The Contractor shall promptly inform the City or City's Representative in writing, of minor changes in the design and construction.

40.10 The Contractor shall notify the City or City's Representative when the Work or an agreed upon portion thereof is substantially completed by issuing a Certificate of Substantial Completion which shall establish the Date of Substantial Completion; shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the Work and insurance; shall include a list of

items to be completed or corrected; and shall fix the time within which the Contractor shall complete items listed therein.

40.11 Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying Contractor's best skill, attention, and expertise. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of construction. Contractor shall be responsible to see that the finished Work complies accurately with the Bid Documents.

40.12 Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Agreement with Contractor. Nothing in the Bid Documents shall create any Contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Bid Documents for the benefit of City.

40.13 Contractor shall obtain and pay for all permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary.

41. **RISK OF LOSS: TITLE:** The risk of loss, injury, or destruction shall be on Contractor until acceptance of the Work by City. Title to the Work shall pass to City upon acceptance of the Work by City.

42. **ACCESS TO WORK:** Contractor shall provide City, City's consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the Work at reasonable times for their observation, inspection and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's site safety procedures and programs so that they may comply therewith.

43. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, save, and hold harmless the City of Margate, its officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorneys' fees, and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

44. **SURVIVAL OF OBLIGATIONS:** All representations, indemnification, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Bid Documents, shall survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

45. **CORRECTION AND REMOVAL OF DEFECTIVE WORK:** If required by City or City's Representative, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by City or City's Representative, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of architects, attorneys and other professionals) made necessary thereby.

46. **PAYMENT TO CONTRACTOR:** Providing all Work has been completed and accepted by the City within thirty (30) days of the City's receipt of a properly submitted and correct Application for Payment or Final Invoice, the City shall make payment to the Contractor.

The Contractor warrants that: (1) title to Work, materials and equipment covered by an Application for Payment or Final Invoice will pass to the City either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment will have been acquired by the Contractor, or any other person performing Work at the site or furnishing materials or equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

47. PAYMENT TO SUBCONTRACTORS: The City shall have no obligation to pay or to be responsible in any way for payment to a subcontractor of the Contractor except as may otherwise be required by law.

48. CITY'S RIGHT TO WITHHOLD PAYMENT: The City may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of: defective Work not remedied, claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor, failure of the Contractor to make payments to subcontractors or suppliers for materials or labor, damage to another contractor not remedied, liability for liquidated damages has been incurred by the Contractor, reasonable evidence that the Work cannot be completed for the unpaid balance of the Agreement sum, reasonable evidence that the Work will not be completed within the Agreement time or failure to carry out the Work in accordance with the Bid Documents.

When the above conditions are removed or resolved or the Contractor provides a surety bond or a consent of surety satisfactory to the City which will protect the City in the amount withheld, payment may be made in whole or in part.

All invoices or requests for payments must indicate the Project Name and Project Number or the Purchase Order Number.

49. HURRICANE PRECAUTIONS: During such periods of times that are designated by the United States Weather Bureau as a hurricane warning or alert; all construction materials or equipment will be secured against displacement by wind forces; provided that where a full complement of personnel is employed or otherwise in attendance, or engaged for such purposes, formal construction procedures or use of materials or equipment may continue allowing such reasonable time as may be necessary to secure such materials or equipment before winds of hurricane force are anticipated. Construction materials and equipment will be secured by guying and shoring, or removing or tying down loose materials, equipment, and construction sheds.

50. CHANGES IN THE WORK:

50.1 City, without invalidating an Agreement, may order additions, deletions, or revisions to the Work. Such additions, deletions, or revisions shall be authorized by a Written Amendment, Change Order, or Work Directive Change.

50.2 All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this project, increase the cost of the Work to City or which extend the time for completion, must be formally authorized and approved by the City's Commission prior to their issuance and before Work may begin.

Notwithstanding the above paragraph, Change Orders which individually or when cumulatively added to amounts authorized, pursuant to prior Change Orders for this project, increase the cost of the Work to the City not in excess of ten percent (10%) or $50,000 (whichever is less) may be approved by signed approval of the City Manager of the City of Margate.

No claim against City for extra Work in furtherance of such change order shall be allowed unless prior approval has been obtained.

50.3 Any claim for adjustment in the Agreement Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to City or City's Representative not later than three (3) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Agreement Price or an extension of the Agreement Time will be valid if not submitted in accordance with this paragraph.

51. CONCEALED CONDITIONS: By execution of this agreement, Contractor has satisfied itself as to all conditions necessary to fulfill this Agreement. No Agreeemnt adjustments shall be allowed for concealed conditions nor different site conditions than anticipated.

52. CORRECTION PERIOD:

52.1 Contractor warrants all material and Workmanship for a minimum of one (1) year from date of acceptance by the City. If within one (1) year after the date of final completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Bid Documents, any Work is found to be defective, whether observed before or after acceptance by City, Contractor shall promptly, without cost to City and in accordance with City's written instructions, either correct such defective Work, or, if it has been rejected by City, remove it from the site and replace it with Work that is not defective and satisfactorily correct, remove, and replace any damage to other Work or the Work of others resulting therefrom. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of architects, engineers, attorneys and other professionals) will be paid by Contractor.

52.2 Where defective Work (and damage to other Work resulting there from) has been corrected, removed or replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

53. WORK BY CITY OR CITY'S CONTRACTORS:

53.1 The City reserves the right to perform Work related to, but not part of, the project and to award separate Agreements in connection with other Work at the site. If the Contractor claims that delay or additional cost is involved because of such action by the City, the Contractor shall make such claims to the City or City's Representative in writing.

53.2 The Contractor shall afford the City's separate contractors reasonable opportunity for introduction and storage of their materials and equipment for execution of their Work. The Contractor shall incorporate and coordinate the Contractor's Work with Work of the City's separate contractors as required by the Bid Documents.

53.3 Costs caused by defective or ill-timed Work shall be borne by the party responsible.

54. CLAIMS FOR DAMAGES: Should either party to Agreement suffer injury or damage to person or property because of an act or omission of the other party, the other party's employees or agents, or another for whose acts the other party is legally liable; claim shall be made in writing to the other party within a reasonable time after such injury or damage is or should have been first observed.

55. SUCCESSORS AND ASSIGNS: This Agreement shall be binding on successors, assigns, and legal representatives of and persons in privity of Agreement with the City or Contractor. Neither party shall assign, sublet or transfer an interest in this Agreement without the written consent of the other.

56. **TERMINATION FOR CONVENIENCE OF CITY:** Upon thirty (30) days written notice to Contractor, City may, without cause and without prejudice to any other right or remedy, terminate the agreement for City's convenience whenever City determines that such termination is in the best interests of City. Where the agreement is terminated for the convenience of City, the notice of termination to Contractor must state that the Agreement is being terminated for the convenience of City under the termination clause, the effective date of the termination, and the extent of termination. Upon receipt of the notice of termination for convenience, Contractor shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement, and refrain from placing further orders and subcontracts. Contractor shall not be paid on account of loss of anticipated profits/revenues or other economic loss arising out of or resulting from such termination.

57. **COST BREAKDOWN REQUIRED IN THE EVENT OF CHANGE ORDER:** Whenever the cost of any Work is to be determined, Contractor will submit in form acceptable to City or City's Representative an itemized cost breakdown together with supporting data. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown.

58. **COMPUTATION OF TIME:** When any period of time is referred to in the Bid Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

59. **CONTRACTOR INDEPENDENT:** Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not agents or employees of City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association, or any other kind of joint undertaking or venture between the parties hereto.

60. **RIGHT TO AUDIT:** City reserves the right to audit the records of Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by City. If required by City, Contractor agrees to submit to an audit by an independent certified public accountant selected by City.

    Contractor shall allow City to inspect, examine, and review the records of Contractor, at any and all times during normal business hours during the term of the Agreement.

61. **VENUE AND GOVERNING LAW:** This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

62. **VALIDITY OF AGREEMENT:** Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal, or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

63. **WAIVER OF JURY TRIAL: THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE AGREEMENT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE MATTERS TO BE ACCOMPLISHED IN THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.**

64. **OTHER GOVERNMENTAL AGENCIES:** If Contractor is awarded an Agreement as a result of this bid proposal, Contractor will, if it has sufficient capacity or quantity available, provide to other governmental agencies, so requesting, the product or services awarded in accordance with the terms and conditions of the bid proposal and resulting Agreement. Prices shall be F.O.B. Delivered to the requesting agency.

65. **DISPUTES: NOTWITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS AGREEMENT, ANY DISPUTE ARISING UNDER THIS AGREEMENT WHICH IS NOT DISPOSED OF BY AGREEMENT, SHALL BE DECIDED BY THE CITY MANAGER, WHO SHALL REDUCE HIS/HER DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE CITY MANAGER AND THOSE PERSONS TO WHOM HE/HER DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.**

66. **SAMPLES:** Samples of items when requested must be supplied by the bidder free of charge to the City. Each sample must be marked with the bidder's name, manufacturer's brand name, and delivered by the bidder within seven (7) calendar days of the request. The City will not be responsible for the return of samples.

67. **TRAINING:** The successful bidder will be required (if requested) to conduct a training course on product bid for selected personnel at no extra cost to the City.

68. **DELIVERY:** All items delivered shall be F.O.B. Destination to a specific City of Margate address and all delivery costs and charges must be included in the bid price.

    All exceptions must be noted. Prior to the delivery of goods or performance of services on City property, the City must be notified. Contractor's personnel and vehicles must be clearly identified with the business name and/or logo, also any applicable license numbers, according to State, County, and City ordinances. In addition, Contractor's employees shall be uniformly dressed, i.e., t-shirt with name and/or logo, caps, etc.

69. **MATERIAL ACCEPTANCE:** The materials received under this proposal will remain the property of the bidder until accepted to the satisfaction of the City of Margate. In the event the materials supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to return the product to the bidder at the bidder's expense.

70. **EMERGENCY RESPONSE LOCATIONS:** When delivering to emergency response locations (Fire Stations, Police, Utilities, etc.) where utilities, fire, police, and emergency repair vehicles are being dispatched, the successful bidder shall take all steps to ensure that free egress and ingress of emergency vehicles are allowed. No delivery trucks shall be left unattended. In the event that a vehicle is to be left unattended, City personnel must be notified and the driver must state where they will be at all times.

71. **ASSIGNMENT:** The bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City of Margate. Any awards issued pursuant to this bid invitation and monies which may become due hereunder are not assignable except with prior written approval of the City.

72. **NON-COLLUSION STATEMENT:** By submitting this proposal, the Contractor affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud. (Refer to "Non-Collusive Affidavit" form attached.)

73. **AGREEMENT RENEWAL:** The City of Margate hereby bids for a three (3) year Agreement for services or supplies (unless otherwise indicated in the bid specifications), and the Agreement shall have the option to renew for two (2) additional one (1) year extensions, providing both parties agree, providing all terms and conditions and specifications remain the same, providing for availability of funding.

74. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from the General Conditions shall have precedence.

75. **WORKING HOURS AND INSPECTIONS:** The City of Margate's working hours are Monday through Friday 8 A.M. – 6 P.M. Contractor must plan for and schedule inspections within the City's working hours. Contractor can perform Work Monday – Saturday from Dawn to Dusk. Work on Sunday is not permitted unless a special request is made to the City 48 hours in advance. All requests must be approved by the City Manager.

76. **NO WAIVER:** No waiver of any provision, covenant, or condition within this agreement or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.

77. **WAIVER:** No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

78. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, including all Agreement Documents, and there are no other promises; representations, or warranties affecting it.

79. **REGULATIONS:** All applicable laws and regulations of the Federal Government, State of Florida, Broward County, and Ordinances of the City of Margate will apply to any resulting award of Agreement.

80. **PUBLIC RECORDS:** The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

    a. Keep and maintain public records required by the City of Margate to perform the service.

    b. Upon request from the City of Margate's custodian of public records, provide the City of Margate 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 this chapter 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 for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City of Margate.

    d. Upon completion of the Agreement, transfer, at no cost, to the City of Margate all public records in possession of the Contractor or keep and maintain public records required by the City of Margate to perform the service. If the Contractor transfers all public records to the City of Margate 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 City of Margate, upon request from the City of Margate's custodian of public records, in a format that is compatible with the information technology systems of the City of Margate.

e. **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone number:
(954) 972-6454
E-mail address:
recordsmanagement@margatefl.com
Mailing address:
5790 Margate Boulevard
Margate, FL 33063

81. SCRUTINIZED COMPANIES:

In accordance with s. 287.135, Florida Statutes, as amended, a company is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

a. Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

b. One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

   i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes; or

   ii. Is engaged in business operations in Cuba and Syria.

c. By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

d. The City shall reserve the right to terminate any contract resulting from this solicitation if the awarded Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

82. NO WAIVER OF SOVEREIGN IMMUNITY: Nothing contained herein is intended to service as a waiver of sovereign immunity by the City or as a waiver of limits of liability of rights existing under Section 768.28, Florida Statutes.

83. E-VERIFY

1) Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

2) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the Agreement; and

b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the Agreement with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Agreement is a condition of the Agreement with the City of Margate; and

c) By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.

SPECIAL CONDITIONS

BID NO.2023-006
FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT

The City of Margate will accept sealed proposals to provide all materials, labor, supplies, equipment, and transportation to FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT, less than truckload and truckload deliveries, for the Department of Environmental and Engineering Services, located at 6630 NW 9 Street, Margate, FL 33063 and the participating members of the Cooperative.

The City of Margate hereby bids for a three (3) year contract for services or supplies (unless otherwise indicated in the bid specifications), and the Agreement shall have the option to renew for two (2) additional one (1) year extensions, providing both parties agree, providing all terms, conditions and specifications remain the same, providing for availability of funding.

The City will issue a notification of intent to renew 90 days prior to the expiration of the initial Agreement. Contractor shall respond within fourteen (14) calendar days from date of notice.

Deliveries shall be made Monday through Friday, between the hours of 7:00 AM and 4:00 PM within seven (7) days of order placement. Materials are to be delivered to 6630 NW 9th Street, Margate, FL 33063. The City of Margate has an above ground tank for the storage of this commodity. Deliveries will be pumped into a tank equipped with a 2" polypropylene Cam lock fitting. The City uses approximately 14,000 gallons annually of Sodium Hydroxide. Tank size is 6,000 gallons. The average ordering amount is 3,500 gallons. There are no other special instructions.

Less than truckload deliveries are amounts less than 3,500 gallons. Truckload deliveries are for amounts 3,500 gallons and greater.

The Sodium Hydroxide must be certified to ANSI/NSF Standard 60 for use in drinking water.

The co-op members will advise as to their particular requirements (see pages 25-31).

The delivery time for Sodium Hydroxide is to be seven (7) calendar days from order placement by City.

A blanket purchase order will be issued to the contractor with orders being called in on an "as needed basis". Invoicing shall be upon each shipment based on unit price awarded. The invoice shall indicate purchase order number, unit price, extensions, total billed, and any allowable cash discounts.

All prices bid shall be FOB Delivered to a specific City of Margate or participating cooperative agency address.

Bids will be considered only from manufacturers or their authorized distributors. The authorized distributor must regularly maintain a substantial stock of materials bid upon and must be actively engaged in the sale of the bid commodity. Such stock and facilities may be examined by a representative of the City at any time either before an award is made or during the term of the Agreement.

The City reserves the right during the contract period to determine by independent tests if the product(s) supplied meet aforementioned specifications. The cost of the test is to be paid for by the City if the sample meets specifications and by contractor if it does not. In addition, the facilities of the Florida State Department of Agriculture testing laboratories may be used for any referee testing. Failure to meet specifications will result in prevailing testing rate cost to be borne by the Supplier.

Under no circumstances shall the contractor start work until the certificate of insurance is received and approved by the city.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury, or loss to all employees on the work site and other persons and organizations who may be affected thereby; all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss.

If delivery requirements cannot be fulfilled by the Contractor, the City retains the right to cancel the order and make such purchases on the open market and contractor shall be liable for all price differences if delivery failure is not a case of FORCE MAJEURE.

The contractor shall assure the City that each delivery truck will be in A-1 mechanical condition and will have a properly licensed capable driver trained in the proper handling, use and operation of equipment required for delivery.

The contractor shall assure the City, that when in the opinion of the City, an emergency condition exists, TRAINED EMERGENCY CREW(S) WITH PROPERLY FITTED EQUIPMENT will be made available to the City via the Contractor provided emergency contact numbers.

At the time of bid submission, the Contractor shall supply the following information:

1. Location of nearest emergency station.
2. Name of person in charge of emergency crews.
3. Contact information including telephone numbers, pagers, cellular, etc. to be called for emergency service.
4. Contact information including telephone numbers, pagers, cellular, etc. to be utilized for normal maintenance.
5. Time periods during which service will be made available from the contact numbers provided to ensure 24 hours coverage.

<u>The participating agencies, delivery locations and contact persons are as follow:</u>

City of Margate
Wastewater Treatment Plant (west plant)
6630 NW 9 Street
Margate FL 33063
Location contact person: Wendell Wheeler
Ph: (954) 972-0828 x228
Average order amount: 3,500 gallons
Tank size: one (1) tank 6,000 gallons
Fittings: 2" male Cam lock
Special requirements: Delivery from Monday thru Thursday, 7:00 AM to 4:00PM.
Purchasing Contact: Wylene Sprouse (954) 935-5346

Estimated annual usage: 14,000 gallons
****

City of Boca Raton
Location #1
Utilities Services
Water Treatment Plant
1301 Glades Road
Boca Raton, FL 33431
BLDG:69 WTP
Location contact person: Gabe Munoz
Ph: (561) 338-7324 (24hr # (561) 338-7325)
Average order amount: 3,750 gallons
Tank size: Two 7,200 gallons
Fitting: 2" Cam lock
Special requirements: see special requirements for Location #2

Location #2
Wastewater Treatment Plant
1501 Glades Road
Boca Raton, FL 33431
BLDG: 45 WWTP
Location contact person: Steve Roberge
Ph: (561) 338-7331
Average order amount: 3,500-3,800 gallons
Tank size: one (1) 6,500 gallons
Fitting: 2" Cam lock
Special requirements: Delivery personnel must present proper identification prior to entering City facility. At least 24 hours prior to anticipated delivery, vendor shall call the City contact to advise of delivery date and time frame. The City reserves the right to reject or require rescheduling of any deliveries attempted without this prior notice. Tanker shall arrive at WWTP delivery location with intact portal seals, wheel chocks, and drip buckets if needed. Entire off-loading must be witnessed by City personnel.
Purchasing Contact: Neil Phillips (561) 393-7876

Estimated annual usage for both facilities: 15,000 gallons
****

Coral Springs Improvement District
10300 NW 11th Manor
Coral Springs, FL 33071
Location contact person: Christian McShea
Ph: (954) 796-6665
Average order amount: 700 gallons
Tank size: three (3) 325 gallons
Fitting: 1 1/4" Cam lock
Special Requirements: None
Purchasing Contact: Joe Stephens (954) 796-6665

Estimated annual usage: 6,000 gallons
****

City of Cooper City
Cooper City Utilities
11791 SW 49th Street
Cooper City, FL 33330
Location contact person: George Garba
Ph: (954) 434-5519 or (954) 434-5510
Average order amount: 3,500 gallons
Tank size: 15,000 gallons
Fitting: 2" Cam lock
Special Requirements: Delivery must be made between 8 A.M. and 2:00 P.M.
Purchasing Contact: Brandon Dodgen (954) 434-4300 Ext. #268

Estimated annual usage: 16,000 gallons
****

Town of Davie
Water Treatment Plant
7351 SW 30TH Street
Davie, FL 33314
Location contact person: Anand Maharaj
Ph: (948) 327-3748
Average order amount: 3,800 gallons
Tank sizes: Two (2) 9,150 gallons
Fitting: 2" Cam lock
Special requirements: None
Purchasing Contact: Crystal Riollano (954) 797-1132

Estimated annual usage: 41,800 gallons
****

City of Deerfield Beach
Water Treatment Plant
290 Goolsby Boulevard
Deerfield Beach, FL 33442
Location contact person: Bakari Scott
Ph: (954) 480-4368
Average order amount: 3,500 gallons
Tank size: 4,500 gallons
Fitting: 2" Cam lock
Special requirements: None
Purchasing Contact: Melissa Namar (954) 480-4370

Estimated annual usage: 35,000 gallons
****

City of Fort Lauderdale
Peele Dixie Water Treatment Plant
1500 S. State Road 7
Fort Lauderdale, FL 33317
Location contact person: Lead Operator-Control Room
Ph: (954) 828-7501
Average order amount: 3,500 gallons
Tank size: 12,500 gallons
Fitting: 2" Cam lock
Special requirements: Truck must provide own air pressure
Purchasing Contact: Stefan Mohammed (954) 828-5351
Omar Elfourani Operations Supervisor (954) 828-7505

Estimated annual usage: 63,000 gallons
****

City of Hallandale Beach
Water Treatment Plant
630 NW 2nd Street
Hallandale Beach, FL 33009
Location contact person: Hal Elsasser/Control Room Operator
Ph: (954) 457-1632
Average order amount: 3,500 gallons
Fitting: 2" and 3" Cam lock
Tank size: 6,000 gal tank
Special Requirements: Delivery Monday – Thursday Only, 7am to 3pm
Purchasing Contact: Andrea Lues (954) 457-1332

Estimated annual usage: 7,000 gallons
****

City of Hialeah
Location #1
Babcock Pool
430 East 7th Street
Hialeah, FL 33010
Location contact person: Douglas Cordovi
Ph: (305) 687-2650
Estimated annual usage: 15,000 gallons
Average order amount: 400 gallons
Fitting: 8" Cam lock
Tank size: 600 gallons
Special requirements: none

Location #2
Bright Pool
760 East 35th Street
Hialeah FL 33012
Location contact person: Douglas Cordovi
Ph: (305) 687-2650
Estimated annual usage: 4,200 gallons
Average order amount: 400 gallons
Fitting: 8" Cam lock

Tank sizes: 600 gallons
Special requirements: none

Location #3
Bucky Dent Aquatic Center
2250 W 60th St.
Hialeah FL 33016
Location contact person: Douglas Cordovi
Ph: (305) 687-2650
Estimated annual usage: 35,000 gallons
Average order amount: 1,000 gallons
Fitting: 8” Cam lock
Tank sizes: 1,400 gallons
Special requirements: none

Location #4
McDonald Aquatic Center
7505 West 12th Avenue
Hialeah FL 33012
Location contact person: Douglas Cordovi
Ph: (305) 687-2650
Estimated annual usage: 40,000 gallons
Average order amount: 1,100 gallons
Fitting: 8” Cam lock
Tank sizes: 1,600 gallons
Special requirements: none

Location #5
Milander Aquatic Center
4800 Palm Avenue
Hialeah FL 33013
Location contact person: Douglas Cordovi
Ph: (305) 687-2650
Estimated annual usage: 31,500 gallons
Average order amount: 700 gallons
Fitting: 8” Cam lock
Tank sizes: 900 gallons
Special requirements: none

Location #6
Reid Pool
2245 West 7th Court
Hialeah FL 33010
Location contact person: Douglas Cordovi
Ph: (305) 687-2650
Estimated annual usage: 4,200 gallons
Average order amount: 400 gallons
Fitting: 8” Cam lock
Tank sizes: 600 gallons
Special requirements: none

Location #7
Walker Pool
800 West 29th Street
Hialeah FL 33012
Location contact person: Douglas Cordovi
Ph: (305) 687-2650
Estimated annual usage: 4,200 gallons
Average order amount: 400 gallons
Fitting: 8" Cam lock
Tank sizes: 600 gallons
Special requirements: none
Purchasing Contact: Luis Suarez (305) 883-5988

Estimated annual usage all facilities: 80,000 gallons
****

City of Hollywood
Location #1
Water Plant
3441 Hollywood Boulevard
Hollywood, FL 33021
Location contact person: Luis Montoya
Ph: 954/967-4230
Estimated annual usage: 105,000 gallons
Average order amount: 3,500 gallons (TL only)
Fitting: 2" Cam lock
Tank sizes: 2 @ 6,000 gallons each (12,000 total)
Special requirements: none

Location #2
Southern Regional Wastewater Treatment Facility
1621 N 14th Avenue
Hollywood FL 33021
Location contact person: Joel Blanco
Ph: 954/921-3288
Estimated annual usage: 20,000 gallons
Average order amount: 800 gallons
Fitting: 2" Cam lock
Tank sizes: one (1) 500, (1) 700 and (1) 1,000 gal
Special requirements for both locations: Delivery times: 7:00 AM to 7:00 PM Monday -Friday

Estimated annual usage both facilities: 125,000 gallons
****

City of Pembroke Pines
Wastewater Treatment Plant
13955 Pembroke Road
Pembroke Pines, FL 33027
Location contact person: Victor Leon, Chief Operator
Ph: (754) 260-4477
Average order amount: 500 gallons
Tank size: 900 gallons
Fitting: 2" Cam lock
Special requirements: None

Purchasing Contact: Cathy Hernandez (954) 518-9018

Estimated annual usage: 3,750 gallons
****

City of Plantation
Location #1
Central Water Treatment Plant
700 NW 91st Avenue
Plantation, FL 33324
Location contact person: Jovenel Louis
Ph: (954) 452-2544
Tank sizes: two (2) 6,000 gallon tanks
Average order amount: 3,600 gallons
Fitting: 2" Cam lock fitting
Special requirements: none

Location #2
East Water Treatment Plant
500 NW 65th Avenue
Plantation, FL 33317
Location contact person: Oneil Slowley
Ph: (954) 797-2169
Tank sizes: two (2) 1,800 gallon tanks
Average order amount: 3,600 gallons
Fitting: 2" Cam lock fitting
Special requirements: none
Purchasing Contact: Traci Shulenburg (954) 452-2544

Estimated annual usage both facilities: 18,450 gallons
****

City of Sunrise
Location #1
14150 NW 8th Street
Sunrise, FL 33325
Location contact: Fred McDonald
Ph: (954) 888-6004
Average order amount: 2,000 gallons
Tank sizes: one (1) 1,900 gallons and one (1) 600 gallons

Location #2
4350 Springtree Drive
Sunrise, FL 33351
Location contact person: Roal Small/Jose Alvarez
Ph: (954) 572-2428 or (954) 572-2427
Average order amount: 800 gallons
Tank size: one (1) 1,600 gallons and one (1) 1,550 gallons

Location #3
777 Sawgrass Corp. Parkway
Sunrise, FL 33325
Locations contact person: Les Santisos
Ph: (954) 888-1016
Average order amount: 3,500 gallons

Tank Size: five (5) 12,500 gallon

The following information/totals are for all City of Sunrise locations:

Estimated annual usage for all facilities: 213,000 gallons
Fittings: 2” Cam lock
Special requirements: none
Plant Operations Director: Ted Petrides (954) 888-6035
Purchasing Contact: Holly Raphaelson (954) 572-2202

****

Village of Wellington
Location #1
Water Treatment Plant
1100 Wellington Trace
Wellington, FL 33414
Location contact person: Karla Berroteran
Ph: (561) 753-2465
Average order amount: Varies
Tank size: 5,000 gallons
Fittings: 2” Cam lock
Special requirements: none

Location #2
Water Reclamation Facility
11860 Pierson Road
Wellington, FL 33414
Location contact person: Bryan Gayoso
Ph: (561) 603-0119
Average order: Varies
Tank size: Qty. of two (2) 4,000 gallon tanks
Fittings: 2” Cam lock
Special Requirements: None
Purchasing Contact: Emma Ramirez (561) 791-4021

Estimated annual usage for both facilities: 28,000 gallons
****

REFER ALL TECHNICAL QUESTIONS REGARDING THIS PROPOSAL TO MR. WENDELL WHEELER AT (954) 972-0828.

REFER ALL NON-TECHNICAL QUESTIONS TO MS. WYLENE SPROUSE AT (954) 935-5340.

REFER TO SITE INSPECTION UNDER GENERAL CONDITIONS.

PLEASE HAVE YOUR INSURANCE AGENT REVIEW ALL INSURANCE REQUIREMENTS TO ENSURE COMPLIANCE WITH BID DOCUMENTS.

BID PROPOSAL FORM BID NO.2023-006

BID TO: CITY COMMISSION
CITY OF MARGATE

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the City in the form included in the Agreement Documents to perform the Work as specified or indicated in said Agreement Documents entitled:

Furnish and Deliver Sodium Hydroxide 50% by Weight

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid Security.

3. The bid will remain open for the period stated in the Notice Inviting Bids unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Notice Inviting Bids and the Instructions to Bidders, and will furnish the insurance certificates, payment bond, and performance bond required by the Contract Documents.

4. It is the Contractor's responsibility to contact the City at (954) 935-5346 prior to the bid opening to determine if any addenda have been issued on the project. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is acknowledged):

Number 1 Date March 23, 2023

5. Bidder has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

6. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.

To all the foregoing, and including all Bid Schedule(s) and Information Required of Bidder contained in this Bid Form, said bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment thereof the Contract Price based on the Total Bid Price(s) named in the aforementioned Bidding Schedule(s).

NAME OF FIRM: Brenntag Mid-South Inc

ADDRESS: 250 Central Florida Parkway, Orlando, FL 32824

NAME OF SIGNER Ray Sibbitt
(Print or Type)

TITLE OF SIGNER Director of Mini Bulk/ Municipal Development

SIGNATURE: Ray Sibbitt DATE: 3/27/23

TELEPHONE NO: 270-860-3145 FACSIMILE NO: Go Green

SCHEDULE OF BID PRICES – BID NO. 2023-006

TO: CITY COMMISSION

CITY OF MARGATE

(Please fill in all blanks and return with your proposal.)

In accordance with your request for proposals and the specifications contained herein, the undersigned proposes the following:

****

DESCRIPTION	**TOTAL COST**
TOTAL COST PER GALLON OF SODIUM HYDROXIDE DELIVERED – TRUCKLOAD (OVER 3500 GAL)	**$** 2.99 **/GAL**
TOTAL COST PER GALLON OF SODIUM HYDROXIDE DELIVERED – LESS THAN TRUCKLOAD Per Bid Specifications	**$** 4.98 **/GAL**

Minimum ordering amount 400 GAL **gals (not less than 400 gal)**

****

ALL BIDS MUST BE SIGNED WITH THE VENDOR NAME AND BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM BY SIGNATURE.

SAFETY DATA SHEETS ENCLOSED? **YES** ✓ **NO**_____

SPECIFICATION SHEETS/BROCHURES? **YES** ✓ **NO**_____

HAVE YOUR INSURANCE REPRESENTATIVE REVIEW THE SAMPLE INSURANCE CERTIFICATE TO ENSURE COMPLIANCE.

WILL YOUR FIRM ACCEPT PAYMENT VIA A CITY OF MARGATE VISA CREDIT CARD? PLEASE CHECK ONE

YES ✓ **NO**_____

BIDDER'S GENERAL INFORMATION:

The bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, and 7 (if required) will cause the bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information (i.e., items 1 through 7 inclusive) is delivered to the City.

(1) CONTRACTOR'S name and address:

Brenntag Mid-South Inc

250 Central Florida Parkway, Orlando, FL 32824

(2) CONTRACTOR'S telephone number: 270-860-3145

(3) CONTRACTOR'S primary license classification: Bulk Plant

State License Number: 3128-0970290

Supplemental classifications held, if any: _____

Name of Licensee, if different from (1) above: _____

_____

_____

(4) Name of person who inspected site of proposed Work for your firm:

Name: _____ Date of Inspection: _____

(5) Name, address, and telephone number of Surety Company and agent who will provide the required bonds on this contract (if required): _____

_____

_____

(6) ATTACH TO THIS BID the experience resume of the person who will be designated as Supervisor for this project.

(7) ATTACH TO THIS BID a financial statement **(If Required)**, references, and other information, sufficiently comprehensive to permit an appraisal of CONTRACTOR'S current financial condition.

(8) Subcontractors: The Bidder further proposes that as part of their submittal there is attached a list of subcontracting firms or businesses who will be awarded subcontracts for portions of the work in the event the bidder is awarded the Contract.

REFERENCE SHEET BID NO. 2023-006

In order to receive Bid Award consideration on the proposed bid, it is a requirement that this sheet be completed and returned with your bid/proposal. This information may be used in determining the bid award for this Project.

BIDDER (COMPANY NAME): Brenntag Mid-South Inc

ADDRESS: 250 Central Florida Parkway, Orlando, FL 32824

CONTACT PERSON: Ray Sibbitt TITLE: Director of Mini Bulk/ Municipal Development

TELEPHONE: 270-860-3145 FACSIMILE: Go Green

NUMBER OF YEARS IN BUSINESS: 110+

ADDRESS OF NEAREST FACILITY: 8700 NW 36th St, Miami, FL 33147

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS OR SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR.

1. COMPANY NAME: City of Tampa

   ADDRESS: 306 E. Jackson St, Tampa, FL 33602 PHONE: 813-274-8351

   CONTACT PERSON: Gregory Spearman TITLE: Purchasing Director

2. COMPANY NAME: Seacoast Utility Authority FL

   ADDRESS: 4200 Hood Rd, Palm Beach Gardens FL PHONE: 561-627-2900

   CONTACT PERSON: Jessica Decker TITLE: Senior Procurement Specialist

3. COMPANY NAME: Pinellas County FL

   ADDRESS: 400 South Fort Harrison Ave, Clearwater FL PHONE: 727-464-4123

   CONTACT PERSON: Bryant Jasper-Williams TITLE: Procurement Analyst Coordinator

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)
BID NO. 2023-006

Bidder certifies that all material, equipment, etc. contained in this bid meet all O.S.H.A. requirements. Bidder further certifies that if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the bidder.

OCCUPATIONAL HEALTH AND SAFETY DATA SHEET REQUIRED:

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a SAFETY DATA SHEET (SDS). The SDS must include the following information:

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substances, including:

1. The potential for fire, explosion, corrosivity and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

3. The primary routes of entry and symptoms of overexposure.

C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

D. The emergency procedure for spills, fire, disposal, and first aid.

E. A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

SIGNATURE: Ray Sifflitt DATE: 3/27/24

CITY OF MARGATE
STATEMENT OF NO BID

N/A

IF YOU DO NOT INTEND TO BID ON THIS PROPOSAL, RETURN THIS FORM TO ADDRESS WHERE BID IS TO BE SUBMITTED:

I/We have declined to bid on your proposal No: 2023-006

Bid Description: FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT

For the following reason:

_____1. Specifications are too tight, i.e. geared toward one brand or manufacturer only (Explain reason below)
_____2. Insufficient time to respond to invitation.
_____3. We do not offer this commodity/service or equivalent.
_____4. Our product/service schedule would not permit us to perform.
_____5. Unable to meet specifications.
_____6. Unable to meet bonding requirements.
_____7. Specifications unclear (Explain below).
_____8. Other (Specify below).

REMARKS:_____
_____
_____

Attach additional pages if required.

I/We understand that if the NO BID form is not executed and returned, our name may be deleted from the list of qualified bidders for the City of Margate.

COMPANY NAME:_____

ADDRESS:_____

_____

TELEPHONE NO:_____DATE:_____

SIGNATURE OF BIDDER:_____

DRUG-FREE WORKPLACE PROGRAM FORM BID NO. 2023-006

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. In the event that none of the tied vendors has a Drug-free Workplace program in effect, the City reserves the right to make final Decisions in the City's best interest. In order to have a Drug-free Workplace Program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify 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 contenders to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation. If bidder's company has a Drug-free Workplace Program, so certify below:

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF BIDDER: Ray Sibbitt DATE: 3/27/23

NON-COLLUSIVE AFFIDAVIT FORM FOR BID 2023-006
FURNISH AND DELIVER SODIUM HYDROXIDE 50%

State of Florida)

County of Osceola)

Ray Sibbitt being first duly sworn, deposes and says that:

He/she is the Director of Mini Bulk/ Municipal Development, (Owner, Partner, Officer, Representative or Agent) of Brenntag Mid-South Inc, the Offeror that has submitted the attached Proposal;

He/she is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed, and delivered in the presence of:

Melissa Sparrow
Witness

Ashley Jones
Witness

By Ray Sibbitt

Ray Sibbitt
Printed Name

Director of Mini Bulk / Municipal Development
Title

ACKNOWLEDGMENT
NON-COLLUSIVE AFFIDAVIT FORM FOR BID 2023-006
FURNISH AND DELIVER SODIUM HYDROXIDE 50%

State of Florida
County of Osceola

On this the 27th day of March, 2023, before me by means of ___ physical presence or ✓ online notarization, the undersigned Notary Public of the State of Florida, personally appeared

Ray Sibbitt

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC SEAL OF OFFICE:

Notary Public State of Florida
Jeannie Ubach
My Commission HH 348941
Expires 1/11/2027

NOTARY PUBLIC, STATE OF FLORIDA

Jeannie Ubach

(Name of Notary Public: Print, Stamp, or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

Drivers License

(Type of Identification Produced)

☑ DID take an oath, or ☐ DID NOT take an oath

SCRUTINIZED COMPANIES CERTIFICATION

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government- created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government- created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran‘s petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME: Brenntag Mid-South Inc

SIGNATURE: Ray Sibbitt

PRINTED NAME: Ray Sibbitt

TITLE: Director of Mini Bulk/ Municipal Development DATE: 3/27/23

The scrutinized company list is maintained by the State Board of Administration and available at
http://www.sbafla.com/

OFFEROR'S QUALIFICATION STATEMENT BID NO. 2023-006

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Margate
(Purchasing Division)

ADDRESS: 5790 Margate Blvd.
Margate, FL 33063

SUBMITTED BY: Ray Sibbitt

NAME: Brenntag Mid-South Inc

ADDRESS: 250 Central Florida Parkway, Orlando Fl 32824

TELEPHONE NO.: 270-860-3145

FACSIMILE NO.: Go Green

CIRCLE ONE

Corporation
Partnership
Individual
Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business. (Attach corporate documents from the State of Florida (sunbiz.org) to this statement.)

The correct name of the Offeror is: Brenntag Mid-South Inc

The address of the principal place of business is:

1405 Highway 136 West

Henderson, KY 42420

2. If Offeror is a corporation, answer the following:

a. Date of Incorporation: 10/28/1969

b. State of Incorporation: KY

c. President's name: Gil Steadman

d. Vice President's name: N/A Director - Dieter Wohrle

e. Secretary's name: Leslie Reeve

f. Treasurer's name: N/A

g. Name and address of Resident Agent: CT Corporation System

1200 S. Pine Island Road, Plantation, FL 33324

3. If Offeror is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

_____

_____

_____

c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

_____

_____

_____

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

110+ years

a. Under what other former names has your organization operated?

N/A

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

N/A

9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

(Name) (Address) (Phone Number)

(Name) (Address) (Phone Number)

(Name) (Address) (Phone Number)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

_____

_____

_____

_____

11. State the name(s) of the individual(s) who will have personal supervision of the work:

_____

_____

_____

_____

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATION STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE AGREEMENT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE AGREEMENT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR AGREEMENT.

Signature: Ray Sibbitt

State of Florida

County of Osceola

On this the 27th day of March, 2023 before me by means of ___ physical presence or ✓ online notarization, the undersigned Notary Public of the State of Florida, personally appeared Ray Sibbitt and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:

Notary Public State of Florida
Jeannie Ubach
My Commission HH 348941
Expires 1/11/2027

NOTARY PUBLIC, STATE OF FLORIDA

Jeannie Ubach
(Name of Notary Public: Print, Stamp or Type as Commissioned.)

☐ Personally known to me, or
☑ Produced identification:
Driver's License
(Type of Identification Produced
☑ DID take an oath, or ☐ DID NOT take an oath

CITY OF MARGATE – E-VERIFY FORM

Project Name:	Furnish and Delivery of Sodium Hydroxide 50% by weight
Project No.:	2023-006

ACKNOWLEDGEMENT

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a Agreement with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the Agreement with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the Agreement with the City of Margate; and

c) Should vendor become successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.

COMPANY CONTACT INFORMATION

Company Name:	Brenntag Mid-South Inc
Authorized Signature:	Ray Sibbitt
Print Name:	Ray Sibbitt
Title	Director of Mini Bulk/ Municipal Development
Date:	3/27/23
Phone:	270-860-3145
Email:	RSibbitt@brenntag.com
Website:	www.brenntag.com

ATTACHMENT A

SAMPLE INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:
	PRODUCER CUSTOMER ID #:
INSURED	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A :
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

Sample

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY	X					EACH OCCURRENCE	$	1M
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$	5K
							PERSONAL & ADV INJURY	$	1M
							GENERAL AGGREGATE	$	1M
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$	1M
	POLICY / PRO-JECT / LOC							$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	500K
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$	
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$	
	HIRED AUTOS							$	
	NON-OWNED AUTOS							$	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$	
	DEDUCTIBLE							$	
	RETENTION $			Note:				$	
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A		When applicable, the insured shall provide a copy of authorized certificate or			E.L. EACH ACCIDENT	$	100,000
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	$	100,000
							E.L. DISEASE - POLICY LIMIT	$	300,000
				Workers Compensation Exemption					

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

The City of Margate shall be listed as additional insured as required by the Agreement.

CERTIFICATE HOLDER

The City of Margate
(Department Name)
5790 Margate Blvd
Margate, Florida 33063

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ATTACHMENT A

BRENNTAG

MEMORANDUM

TO: **To Whom It May Concern**

FROM: **JT Hill**

DATE: **May 3, 2022**

SUBJECT: **Authority to Sign**

This is to advise that Ray Sibbitt, in his capacity as Director Mini Bulk/Municipal Bids, has authority to sign Bid Documents on behalf of Brenntag Mid-South, Inc.

John T. Hill, President
Brenntag Essentials Mid-South

Seal

Gil Steadman, VP Market Development
Brenntag Essentials North America

STATE OF KENTUCKY

COUNTY OF HENDERSON

Subscribed and sworn to before me by John T. Hill, personally known to me, on this the 12 day of May, 2022.

Sandra L. Littrell

Sandra Littrell, Notary Public

My Commission Expires: 1/22/26

Sandra L. Littrell
Notary Public, KY State at Large
KYNP # 42481
My Commission Expires: 1/22/26

Brenntag Mid-South, Inc.
1405 Highway 136 West (42420)
PO Box 20
Henderson, KY 42419-0020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/27/2022

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.
1717 Arch Street
Philadelphia, PA 19103-2797

CN101263979-ALL-GAW-23-24

INSURED
BRENNTAG MID-SOUTH, INC.
1405 HWY 136 W
HENDERSON, KY 42420

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Insurance Company Of The State Of PA	19429
INSURER B : ACE American Insurance Company	22667
INSURER C : Indemnity Insurance Company of North America	43575
INSURER D : ACE Fire Underwriters Insurance Company	20702
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CLE-006581334-53 **REVISION NUMBER:** 7

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			GL6634468	01/01/2023	01/01/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
B	**AUTOMOBILE LIABILITY**			ISAH10704625	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**			WLRC70308721 (AOS)	01/01/2023	01/01/2024	X PER STATUTE OTH-ER	
D	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SCFC70308800 (WI)	01/01/2023	01/01/2024	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Evidence of Coverage Only

CERTIFICATE HOLDER

BRENNTAG MID-SOUTH, INC.
1405 HIGHWAY 136 WEST
HENDERSON, KY 42420

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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PRODUCT SPECIFICATION

Liquid Caustic Soda, 50%

Product Grade: **Membrane**
Chemical Name: **Sodium Hydroxide (NaOH)**

Parameter		Unit	Specification
Sodium Hydroxide	**(NaOH)**	Wt. %	49.0 – 51.0
Sodium Oxide	**(Na_2O)**	Wt. %	38.0 – 39.5
Sodium Chloride	**(NaCl)**	PPM	100 MAX
Sodium Carbonate	**(Na_2CO_3)**	Wt. %	0.10 MAX
Sodium Chlorate	**($NaClO_3$)**	PPM	65 MAX
Sodium Sulfate	**(Na_2SO_4)**	PPM	100 MAX
Iron	**(Fe)**	PPM	5.0 MAX

Brenntag Global Marketing, LLC
4620 Creekstone Drive, Suite 140
Durham, NC 27703 - USA

Updated: March 5, 2013

BRENNTAG

SAFETY DATA SHEET

1. Identification

Other means of identification None known.

Product identifier **SODIUM HYDROXIDE 50% MEM MINI-BULK**

Recommended use ALL PROPER AND LEGAL PURPOSES

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name Brenntag Mid-South, Inc.

Address 1405 Highway 136, West
Henderson, KY 42420

Telephone 270-830-1222

E-mail Not available.

Emergency phone number 800-424-9300 CHEMTREC

2. Hazard(s) identification

Physical hazards Not classified.

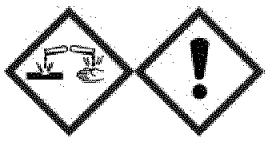
Health hazards

Skin corrosion/irritation	Category 1
Serious eye damage/eye irritation	Category 1
Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation

Environmental hazards Not classified.

OSHA defined hazards Not classified.

Label elements



Signal word Danger

Hazard statement Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.

Precautionary statement

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

Response If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse.

Storage Store in a well-ventilated place. Keep container tightly closed. Store locked up.

Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard(s) not otherwise classified (HNOC) None known.

Supplemental information 50% of the mixture consists of component(s) of unknown acute oral toxicity. 50% of the mixture consists of component(s) of unknown acute inhalation toxicity.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
SODIUM HYDROXIDE (NA(OH))		1310-73-2	50
Other components below reportable levels			50

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a poison center or doctor/physician if you feel unwell.
Skin contact	Take off immediately all contaminated clothing. Rinse skin with water/shower. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. May cause respiratory irritation.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. Keep victim under observation. Symptoms may be delayed.
General information	If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist/vapors. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water. Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination. Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Do not breathe mist/vapors. Do not get in eyes, on skin, or on clothing. Avoid prolonged exposure. Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Store in tightly closed container. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

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

Components	Type	Value
SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)	PEL	2 mg/m3

US. ACGIH Threshold Limit Values

Components	Type	Value
SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)	Ceiling	2 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)	Ceiling	2 mg/m3

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

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

Individual protection measures, such as personal protective equipment

The following are recommendations for Personnel Protective Equipment (PPE). The employer/user of this product must perform a Hazard Assessment of the workplace according to OSHA regulations 29 CFR 1910.132 to determine the appropriate PPE for use while performing any task involving potential exposure to this product.

Eye/face protection Chemical respirator with organic vapor cartridge and full facepiece.

Skin protection

Hand protection Wear appropriate chemical resistant gloves.

Other Wear appropriate chemical resistant clothing.

Respiratory protection Chemical respirator with organic vapor cartridge and full facepiece.

Thermal hazards Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state Liquid.

Form Liquid.

Color CLEAR

Odor METAL ODOR

Odor threshold Not available.

pH 14

Melting point/freezing point 58 °F (14.44 °C)

Initial boiling point and boiling range 1371.2 °F (744 °C) estimated

Flash point Not available.

Evaporation rate Not available.

Flammability (solid, gas) Not applicable.

Upper/lower flammability or explosive limits

Flammability limit - lower (%) Not available.

Flammability limit - upper (%) Not available.

Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	12.76 lbs/gal 1.53 g/ml
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.
Percent volatile	50 % estimated
Specific gravity	1.53

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Contact with incompatible materials.
Incompatible materials	Strong acids.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation	May cause irritation to the respiratory system. Prolonged inhalation may be harmful.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns.
Symptoms related to the physical, chemical and toxicological characteristics	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. May cause respiratory irritation.

Information on toxicological effects

Acute toxicity	Not known.
Skin corrosion/irritation	Causes severe skin burns and eye damage.
Serious eye damage/eye irritation	Causes serious eye damage.
Respiratory or skin sensitization	
Respiratory sensitization	Due to partial or complete lack of data the classification is not possible.
Skin sensitization	Due to partial or complete lack of data the classification is not possible.
Germ cell mutagenicity	Due to partial or complete lack of data the classification is not possible.
Carcinogenicity	Due to partial or complete lack of data the classification is not possible.

IARC Monographs. Overall Evaluation of Carcinogenicity

Not listed.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

US. National Toxicology Program (NTP) Report on Carcinogens

Not listed.

Reproductive toxicity Due to partial or complete lack of data the classification is not possible.

Specific target organ toxicity - single exposure May cause respiratory irritation.

Specific target organ toxicity - repeated exposure Due to partial or complete lack of data the classification is not possible.

Aspiration hazard Due to partial or complete lack of data the classification is not possible.

Chronic effects Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Components		Species	Test Results
SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)			
Aquatic			
Crustacea	EC50	Water flea (Ceriodaphnia dubia)	34.59 - 47.13 mg/l, 48 hours
Fish	LC50	Western mosquitofish (Gambusia affinis)	125 mg/l, 96 hours

Persistence and degradability No data is available on the degradability of any ingredients in the mixture.

Bioaccumulative potential No data available.

Mobility in soil No data available.

Other adverse effects No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Incinerate the material under controlled conditions in an approved incinerator. Dispose of contents/container in accordance with local/regional/national/international regulations.

Local disposal regulations Dispose in accordance with all applicable regulations.

Hazardous waste code D002: Waste Corrosive material [pH <=2 or =>12.5, or corrosive to steel]
The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

Waste from residues / unused products Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).

Contaminated packaging Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

UN number UN1824
UN proper shipping name SODIUM HYDROXIDE SOLUTION
Transport hazard class(es)
Class 8
Subsidiary risk -
Packing group II
Special precautions for user Read safety instructions, SDS and emergency procedures before handling.
ERG number 154

Transport information on packaging may be different from that listed. Transportation information on packaging may be different from that listed.

IATA

UN number UN1824
UN proper shipping name SODIUM HYDROXIDE SOLUTION
Transport hazard class(es)
Class 8
Subsidiary risk -
Packing group II

Environmental hazards	No.
ERG Code	154
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

IMDG

UN number	UN1824
UN proper shipping name	SODIUM HYDROXIDE SOLUTION (SODIUM HYDROXIDE (NA(OH)))
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	II
Environmental hazards	
Marine pollutant	No.
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

DOT

IATA; IMDG

15. Regulatory information

US federal regulations This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

Toxic Substances Control Act (TSCA)

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

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2) Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical	Yes
Classified hazard categories	Skin corrosion or irritation Serious eye damage or eye irritation Specific target organ toxicity (single or repeated exposure)

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

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

Not regulated.

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

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

US. California. Candidate Chemicals List. Safer Consumer Products Regulations (Cal. Code Regs, tit. 22, 69502.3, subd. (a))

SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)

International Inventories

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

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

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

Issue date 11-19-2020

Revision date 07-18-2021

Version # 05

HMIS® ratings Health: 3
Flammability: 0
Physical hazard: 0

NFPA ratings Health: 3
Flammability: 0
Instability: 1

Disclaimer While Brenntag believes the information contained herein to be accurate, Brenntag makes no representation or warranty, express or implied, regarding, and assumes no liability for, the accuracy or completeness of the information. The Buyer assumes all responsibility for handling, using and/or reselling the Product in accordance with applicable federal, state, and local law. This SDS shall not in any way limit or preclude the operation and effect of any of the provisions of Brenntag's terms and conditions of sale.

BRENNTAG

SAFETY DATA SHEET

1. Identification

Other means of identification None known.

Product identifier **SODIUM HYDROXIDE 50% MEM**

Recommended use ALL PROPER AND LEGAL PURPOSES

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name Brenntag Mid-South, Inc.

Address 1405 Highway 136, West
Henderson, KY 42420

Telephone 270-830-1222

E-mail Not available.

Emergency phone number 800-424-9300 CHEMTREC

2. Hazard(s) identification

Physical hazards Not classified.

Health hazards

Skin corrosion/irritation	Category 1
Serious eye damage/eye irritation	Category 1
Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation

Environmental hazards Not classified.

OSHA defined hazards Not classified.

Label elements

Signal word Danger

Hazard statement Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.

Precautionary statement

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

Response If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse.

Storage Store in a well-ventilated place. Keep container tightly closed. Store locked up.

Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard(s) not otherwise classified (HNOC) None known.

Supplemental information 50% of the mixture consists of component(s) of unknown acute oral toxicity. 50% of the mixture consists of component(s) of unknown acute inhalation toxicity.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
SODIUM HYDROXIDE (NA(OH))		1310-73-2	50
Other components below reportable levels			50

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a poison center or doctor/physician if you feel unwell.
Skin contact	Take off immediately all contaminated clothing. Rinse skin with water/shower. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. May cause respiratory irritation.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. Keep victim under observation. Symptoms may be delayed.
General information	If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist/vapors. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water. Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination. Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Do not breathe mist/vapors. Do not get in eyes, on skin, or on clothing. Avoid prolonged exposure. Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Store in tightly closed container. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

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

Components	Type	Value
SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)	PEL	2 mg/m3

US. ACGIH Threshold Limit Values

Components	Type	Value
SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)	Ceiling	2 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)	Ceiling	2 mg/m3

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

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

Individual protection measures, such as personal protective equipment

The following are recommendations for Personnel Protective Equipment (PPE). The employer/user of this product must perform a Hazard Assessment of the workplace according to OSHA regulations 29 CFR 1910.132 to determine the appropriate PPE for use while performing any task involving potential exposure to this product.

Eye/face protection Chemical respirator with organic vapor cartridge and full facepiece.

Skin protection

Hand protection Wear appropriate chemical resistant gloves.

Other Wear appropriate chemical resistant clothing.

Respiratory protection Chemical respirator with organic vapor cartridge and full facepiece.

Thermal hazards Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state Liquid.

Form Liquid.

Color COLORLESS TO SLIGHTLY COLORED

Odor ODORLESS

Odor threshold Not available.

pH 14

Melting point/freezing point 58 °F (14.44 °C)

Initial boiling point and boiling range 293 °F (145 °C) estimated

Flash point Not available.

Evaporation rate Not available.

Flammability (solid, gas) Not applicable.

Upper/lower flammability or explosive limits

Flammability limit - lower (%) Not available.

Flammability limit - upper (%) Not available.

Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	12.76 lbs/gal 1.53 g/ml
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.
Percent volatile	50 % estimated
Specific gravity	1.53

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Contact with incompatible materials.
Incompatible materials	Strong acids.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation	May cause irritation to the respiratory system. Prolonged inhalation may be harmful.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns.
Symptoms related to the physical, chemical and toxicological characteristics	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. May cause respiratory irritation.

Information on toxicological effects

Acute toxicity Not known.

Product	Species	Test Results
SODIUM HYDROXIDE 50% MEM		
Acute		
Dermal		
ATEmix		2200 mg/kg

Skin corrosion/irritation	Causes severe skin burns and eye damage.
Serious eye damage/eye irritation	Causes serious eye damage.
Respiratory or skin sensitization	
Respiratory sensitization	Due to partial or complete lack of data the classification is not possible.
Skin sensitization	Due to partial or complete lack of data the classification is not possible.
Germ cell mutagenicity	Due to partial or complete lack of data the classification is not possible.

Carcinogenicity Due to partial or complete lack of data the classification is not possible.

IARC Monographs. Overall Evaluation of Carcinogenicity

Not listed.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

US. National Toxicology Program (NTP) Report on Carcinogens

Not listed.

Reproductive toxicity Due to partial or complete lack of data the classification is not possible.

Specific target organ toxicity - single exposure May cause respiratory irritation.

Specific target organ toxicity - repeated exposure Due to partial or complete lack of data the classification is not possible.

Aspiration hazard Due to partial or complete lack of data the classification is not possible.

Chronic effects Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Components		Species	Test Results
SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)			
Aquatic			
Crustacea	EC50	Water flea (Ceriodaphnia dubia)	34.59 - 47.13 mg/l, 48 hours
Fish	LC50	Western mosquitofish (Gambusia affinis)	125 mg/l, 96 hours

Persistence and degradability No data is available on the degradability of this product.

Bioaccumulative potential No data available.

Mobility in soil No data available.

Other adverse effects No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Incinerate the material under controlled conditions in an approved incinerator. Dispose of contents/container in accordance with local/regional/national/international regulations.

Local disposal regulations Dispose in accordance with all applicable regulations.

Hazardous waste code D002: Waste Corrosive material [pH <=2 or =>12.5, or corrosive to steel]
The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

Waste from residues / unused products Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).

Contaminated packaging Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

UN number UN1824

UN proper shipping name SODIUM HYDROXIDE SOLUTION

Transport hazard class(es)

Class 8

Subsidiary risk -

Packing group II

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

Transport information on packaging may be different from that listed. DOT information on packaging may be different from that listed. Transportation information on packaging may be different from that listed.

IATA

UN number UN1824

UN proper shipping name	SODIUM HYDROXIDE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	II
Environmental hazards	No.
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

IMDG

UN number	UN1824
UN proper shipping name	SODIUM HYDROXIDE SOLUTION (SODIUM HYDROXIDE (NA(OH)))
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	II
Environmental hazards	
Marine pollutant	No.
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

DOT

IATA; IMDG

15. Regulatory information

US federal regulations This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

Toxic Substances Control Act (TSCA)

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

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2) Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical Yes

Classified hazard categories	Skin corrosion or irritation Serious eye damage or eye irritation Specific target organ toxicity (single or repeated exposure)

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

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

Not regulated.

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

Not regulated.

Safe Drinking Water Act (SDWA)	Not regulated.

US state regulations

California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

US. California. Candidate Chemicals List. Safer Consumer Products Regulations (Cal. Code Regs, tit. 22, 69502.3, subd. (a))

SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)

International Inventories

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

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

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

Issue date	05-03-2016
Revision date	09-02-2021
Version #	49
HMIS® ratings	Health: 3 Flammability: 0 Physical hazard: 0
NFPA ratings	Health: 3 Flammability: 0 Instability: 1
Disclaimer	While Brenntag believes the information contained herein to be accurate, Brenntag makes no representation or warranty, express or implied, regarding, and assumes no liability for, the accuracy or completeness of the information. The Buyer assumes all responsibility for handling, using and/or reselling the Product in accordance with applicable federal, state, and local law. This SDS shall not in any way limit or preclude the operation and effect of any of the provisions of Brenntag's terms and conditions of sale.
Revision information	Physical & Chemical Properties: Multiple Properties

1.Location of nearest emergency station:

Brenntag-Miami, 8700 NW 36th Ave, Miami, FL 33147

2. Name of person in charge of emergency crews.

Axel Rodriguez

3. Contact information including telephone numbers, pagers, cellular, etc. to be called for
emergency service.

407-968-2315 (cell)

4. Contact information including telephone numbers, pagers, cellular, etc. to be utilized for normal maintenance.

4. 407-968-2315 (cell)

5. Time periods during which service will be made available from the contact numbers

provided to ensure 24 hours coverage

5. 407-857-9310 / 407-968-2315