

CONTRACT TO PROVIDE SULFURIC ACID 93% FOR WATER TREATMENT PLANT OPERATIONS

This Contract is made and entered into this 17 day of July, 2025 (the "Effective Date"), by and between the City of Deerfield Beach ("City"), a municipal corporation of the State of Florida and Shrieve Chemical Company, LLC., a Foreign Limited Liability Corporation authorized to business in the State of Florida ("Primary Contractor").

WITNESSETH:

WHEREAS, on April 18, 2025, the City, as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group (the "Group"), issued Invitation to Bid No. 25-016 (the "ITB"), for the supply and delivery of Sulfuric Acid 93% for the water treatment plant operations to the City and the Group's participating members (the "Services"); and

WHEREAS, the Services are delineated in the ITB; and

WHEREAS, the Purchasing and Contract Division (the "Division") reviewed the two (2) responses, and after discussion with the Department of Environmental Services (ES), it was determined that the ITB be awarded to both bidders whose bids offered the lowest price and cost, best value and availability of the products for the Services; and

WHEREAS, on July 8, 2025, the City Commission passed Resolution No. 2025/ 120 approving the award of the ITB to Primary Contractor and authorized the City Manager to execute a Contract with the Primary Contractor; and

WHEREAS, this Contract, the ITB and the Primary Contractor's Bid Response constitute the entire Contract and describe the Services to be provided.

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

ARTICLE 1 INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the ITB, the City's Notice of Intent to Award, together with Primary Contractor's response to the ITB, attached as Exhibit "A", shall constitute the entire Contract. The parties agree that the Scope of Services, attached as Exhibit "B", is a description of obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, parts, equipment, tools and tasks which are such an inseparable part of the work described that exclusion would render performance by Primary Contractor impractical, illogical, or unconscionable. The Primary Contractor hereby acknowledges and agrees that the Scope of Services shall be on **an as needed basis**, and in the event the Primary Contractor cannot fulfill the request from the City, the City reserves the right to utilize the Secondary Contractor in its sole discretion.

- 1.3 Except as specifically modified herein, Primary Contractor shall be bound by the terms and conditions and prices as set forth in the ITB and the Primary Contractor's Response to the ITB. When the terms and conditions of this Contract may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.
- 1.4 This is a non-exclusive Contract. The City may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the ITB, or any aspect of the Services if the City deems it to be in the best interest of the City.
- 1.5 Primary Contractor acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2 TERM AND TIME OF PERFORMANCE

- 2.1 The initial Contract term shall be for three (3) years and shall commence on the Effective Date and end on July 16, 2028. The City reserves the right to renew the Contract for three (3) additional one (1) year renewal options, contingent upon City Manager approval and providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City as set forth in the ITB.
- 2.2 In the event Services are scheduled to end because of the expiration of the Contract, the Primary Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of the existing Contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3 COMPENSATION

- 3.1 The City agrees to compensate the Primary Contractor for Services provided on an as-needed basis, in the manner specified in the ITB, based upon the amount/rates set forth in Primary Contractor's response for the Services. In accordance with the ITB, Primary Contractor shall provide the products pursuant to a Purchase Order(s) issued by the City, and the City is only obligated to compensate Primary Contractor based upon the applicable Purchaser Order and invoices provided by Primary Contractor related to the applicable Purchaser Order. It is acknowledged and agreed by Primary Contractor that the amount set forth on the applicable Purchase Order is the maximum payable and constitutes a

limitation upon City's obligation to compensate Primary Contractor for its Services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon Primary Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to Primary Contractor to reimburse its expenses.

- 3.2 The obligation of the City for payment to the Primary Contractor is limited to the availability of funds appropriated in each fiscal period, and continuation of the contract into a subsequent fiscal period, regardless of contract term, is subject to appropriation of funds, unless otherwise authorized by law. If such appropriation is not approved, then the City may terminate this Contract for convenience.
- 3.3 The Primary Contractor and the City shall abide by the Florida Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4 TERMINATION OR SUSPENSION

- 4.1 This Contract may be terminated for convenience by the City. Termination for convenience by the City shall be effective on the termination date stated in the written notice provided by City, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare.
- 4.2 This Contract may be terminated for cause for reasons including, but not limited to, Primary Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract, or other breach of this Contract. The termination date shall be not more than ten (10) days after the date of such written notice. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 4.3 In the event of the default of any of the terms, obligations, restrictions, or conditions of the Contract, inclusive of the requirements set forth in the ITB, by the Primary Contractor, the CITY will consider the Primary Contractor in breach of the Contract and shall give the Primary Contractor written notice of such breach by registered, certified mail. Upon receipt of the notification, Primary Contractor shall have three (3) calendar days to cure the default. In the event that Primary Contractor fails to cure the default within the three (3) calendar day period, or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including but not limited to termination of the Contract in which case the Primary Contractor shall be liable for any and all damages permitted by law arising from the default and breach of Contract.

- 4.4 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 4.5 In the event this Contract is terminated for convenience, Primary Contractor shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. Primary Contractor acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are, hereby acknowledged by Primary Contractor, for City's right to terminate this Contract for convenience.
- 4.6 In the event this Contract is terminated for any reason, any amounts due Primary Contractor shall be withheld by CITY until all documents are provided to City pursuant to Section 7.2 of Article 7.
- 4.7 Should at any time during the term of this Contract, including any option terms, the Primary Contractor is in violation of any of the terms and conditions of this Contract, the City shall have the right to suspend the Primary Contractor until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.
- 4.8 In the event this Contract is terminated, the City may assign the Contract to another Contractor, or seek a new Contractor, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5 EEO AND ADA COMPLIANCE

- 5.1 Primary Contractor shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. Primary Contractor shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as City deems appropriate.
- 5.2 Primary Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. Primary Contractor shall affirmatively comply with all applicable provisions of the

Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Primary Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6 INSURANCE

6.1 Primary Contractor shall provide to the City evidence of insurability meeting the insurance requirements stated herein. Primary Contractor shall not commence the work or otherwise perform the work as required by the resulting Contract until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the City. Primary Contractor shall assume full responsibility and expense to obtain all necessary insurance.

A. General

1. Primary Contractor shall furnish to the Purchasing and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein upon execution of this Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Contract (Solicitation Title and Number), and state that such insurance is as required by this Contract. Primary Contractor's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the Contract.
2. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. Primary Contractor shall be responsible to pay all deductible amounts, if any. Primary Contractor shall specifically protect the City and the Deerfield Beach City Commission by naming the City and the Deerfield Beach City Commission as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.
3. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Primary Contractor is complete including all renewal terms. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
4. City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If Primary Contractor uses a subcontractor, Primary Contractor shall ensure that subcontractor names CITY and

the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

- B. Coverages - Primary Contractor shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurance as indicated with exes:

- ☒ Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate.

Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent successful Bidders, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific contract including any hold harmless and/or indemnification contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

- ☒ Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).
- ☒ Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.
- ☒ Pollution Liability Insurance - Pollution Liability Insurance for bodily injury, property damage, clean-up costs or corrective action and defense coverage with a limit of no less than \$10,000,000 each incident and a general aggregate limit of no less than \$10,000,000. This insurance shall include coverage for, but not be limited to; sudden and accidental discharges; dispersal; seepage; release or escape of any solid, liquid

gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste material into or upon land or any structure on land, the atmosphere or any watercourse or body of water, including groundwater.

ARTICLE 7 MISCELLANEOUS

7.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of City, and, if a copyright is claimed, Primary Contractor grants to City a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by Primary Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Primary Contractor to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to Primary Contractor shall be withheld until all documents are received as provided herein.

7.2 AUDIT RIGHT; RETENTION OF RECORDS; PUBLIC RECORDS

City shall have the right to audit the books, records, and accounts of Primary Contractor and its subcontractors that are related to this Project. Primary Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of Primary Contractor and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Primary Contractor or its subcontractor, as applicable, shall make same available at no cost to City in written form.

Primary Contractor and its subcontractors shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is applicable to Primary Contractor's and its subcontractors' records, Primary Contractor and its subcontractors shall comply with all requirements thereof; specifically, to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Primary Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the public agency. If Primary Contractor does not comply with this section, the City shall enforce the Contract provisions in accordance with the Contract and may unilaterally cancel this Contract in accordance with state law.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by Primary Contractor or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Primary Contractor shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 7.2.

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

CITY CUSTODIAN OF PUBLIC RECORDS:
HEATHER MONTEMAYOR, CMC, CITY CLERK
150 N.E. 2ND AVE., DEERFIELD BEACH, FL 33441
954-480-4213
WEB.CLERK@DEERFIELD-BEACH.COM

7.3 INDEMNIFICATION

To the fullest extent permitted by law, Primary Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Contract; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Primary Contractor, Primary Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Primary Contractor or anyone for whose acts Primary Contractor may be liable, or regardless of whether or not caused in whole or

in part by the negligent acts, errors, or omissions of the City, its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Primary Contractor of any obligation hereunder. Primary Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

7.4 COMPLAINTS AND DISPUTES:

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

7.5 THIRD PARTY BENEFICIARIES

Neither Primary Contractor nor City intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

7.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

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

FOR PRIMARY CONTRACTOR:

Chris Burns
Shrieve Chemical Company, LLC.
1442 Lakefront Circle
The Woodlands, TX 77380
Cburns@shrieve.com

7.7 MATERIALITY AND WAIVER OF BREACH

City and Primary Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

7.8 SEVERANCE

In the event a portion of this Contract found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Primary Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.9 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

7.10 VENUE AND WAIVER OF JURY TRIAL

By entering into this Contract, Primary Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Contract. This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Contract must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

7.11 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar

formality as this Contract and executed by the City and Primary Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

7.12 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

7.13 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

7.14 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

7.15 SCRUTINIZED COMPANIES

- a. Primary Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Contract at its sole option if Primary Contractor or its subcontractors are found to have submitted a false certification; or if Primary Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.
- b. If this Contract is for more than one million dollars, Primary Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Contract at its sole option if Primary Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Primary Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.
- c. Primary Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this Contract.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above- stated contracting prohibitions then they shall become inoperative

7.16 VERIFICATION OF EMPLOYMENT ELIGIBILITY

Primary Contractor and any subcontractor of Primary Contractor shall comply with Sections 448.09 and 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by Primary Contractor, Primary Contractor may not be awarded a public contract for a period of 1 year after the date of termination. All cost(s) incurred to initiate and sustain the aforementioned program shall be the responsibility of the Primary Contractor. In accordance with Section 448.095, Florida Statutes, Primary Contractor is liable for any additional costs incurred by City as a result of termination of this Contract.

7.17 COMPLIANCE WITH LAWS

Primary Contractor shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Contract.

7.18 NON-COERCION AFFIDAVIT FOR LABOR OR SERVICES. In accordance with Section 787.06(13), Florida Statutes, as Primary Contractor is a nongovernmental entity doing business with the City, Primary Contractor is required to attest that it does not use coercion for labor or services. At the time of execution of this Agreement, Primary Contractor shall submit the required Affidavit, which will be provided by the City's Procurement Division.

7.19 FOREIGN COUNTRIES OF CONCERN AFFIDAVIT. In accordance with Section 287.138, Florida Statutes, the Primary Contractor is required to attest that it does not meet any of the criteria set forth in Paragraph 2 (a)-(c) of Section 287.138, Florida Statutes, as such terms are defined therein, as updated. At the time of execution of this Agreement, Primary Contractor shall submit the required Affidavit, which will be provided by the City's Procurement Division.

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

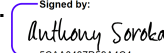
ATTEST:

DocuSigned by:

5E72EBB3A1E04DD

HEATHER MONTEMAYOR
 CITY CLERK

APPROVED AS TO FORM AND LEGAL
 SUFFICIENCY FOR THE USE OF AND
 RELIANCE BY THE CITY OF DEERFIELD
 BEACH, FLORIDA, ONLY.

Signed by:

5CAA0437D59A4C4...
 ANTHONY C. SOROKA, CITY ATTORNEY

CITY OF DEERFIELD BEACH

Signed by:

 By: 7A3014915AB5442
 RODNEY BRIMLOW, CITY MANAGER

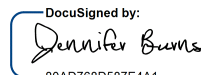
Date: 7/17/2025, 2025.

CONTRACT TO PROVIDE SULFURIC ACID 93% FOR WATER TREATMENT PLANT OPERATIONS

ATTEST:

Corporate Secretary


Witnesses:

DocuSigned by:

80AD768D587E4A1...

Signature

Jennifer Burns

Print Name

Signed by:

52831B845DB44EC

Signature

Rita Burns

Print Name

SHRIEVE CHEMICAL COMPANY, LLC.

DocuSigned by:

9A533E201A6045B...
By: _____
Signature

Print Name: Chris Burns

Title: Marketing Director

Date: 7/1/2025, 2025.

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EXHIBIT "A"
CITY'S ITB #25-016, NOTICE OF INTENT TO AWARD AND CONTRACTOR'S RESPONSE



INVITATION TO BID

No. ITB 25-016

Sulfuric Acid 93% for Water
Treatment Plant Operations

April 18, 2025

ADVERTISEMENT, INVITATION TO BID NO. ITB 25-016, SULFURIC ACID 93% FOR WATER TREATMENT PLANT OPERATIONS

City of Deerfield Beach, a political subdivision of the State of Florida, will receive sealed bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide Sulfuric Acid 93% for Water Treatment Plant Operations, as specified in this Invitation to Bid (ITB).

A copy of the complete solicitation package and all related documents and requirements is available for download from the eProcurement Marketplace link on the Procurement and Contract Administration Division webpage of the City website at <https://www.deerfield-beach.com/64/Purchasing>.

1. DATE, TIME, AND PLACE DUE:

The Bid submittal deadline for submission of Bids in response to this ITB is **May 14, 2025 at 2:00 P.M. ET**. Bids shall be delivered electronically via the eProcurement Marketplace link on the webpage of the City website at <https://www.deerfield-beach.com/64/Purchasing>. The City shall not be responsible for a Bidder's inability to submit a response by the Close Date and time for any reason, including issues arising from the use of the eProcurement Marketplace

Bids will be opened immediately following the Bid Submittal Deadline and will be publicly opened in the Procurement and Contract Administration Division 2nd Floor, 401 SW 4th Street, Deerfield Beach, FL 33441 or virtually via Zoom. Bidders will receive an advance notification through the eProcurement Marketplace advising on which platform will be used. Interested parties may attend the opening. Bids submitted by any other means will not be accepted.

2. SOLICITATION PRE-SUBMITTAL CONFERENCE:

No Pre-bid Conference will be conducted for this solicitation

3. DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation to Bid is **May 9, 2025 at 5:00 P.M ET**. Questions and inquiries should be submitted via the eProcurement Marketplace link on the Procurement and Contract Administration Division webpage of the City website at <https://www.deerfield-beach.com/64/Purchasing>.

Important: A cone of silence is in place. See Section III.18 for details. Violations by a Bidder potential Bidder, or their representatives may result in sanctions.



**SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP**

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the “lead agency”. All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s),

contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.

- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

PURPOSE

The City of Deerfield Beach, Florida (City) invites qualified and experienced successful Bidder(s) to submit bids to provide the City and participating members of the Southeast Governmental Cooperative Group with Sulfuric Acid 93% for Water Treatment Plant Operations. Any further reference in the Invitation to Bid (ITB) to the City shall apply to all participating agencies referenced in the ITB.

SECTION I - RESPONSE REQUIREMENTS

1. Submission and Receipt of Responses

- a. The City uses the eProcurement Marketplace to administer the competitive solicitation process, including but not limited to soliciting and receiving responses, issuing addenda, tabulating responses, posting results and issuing notification of an intended decision. Responses to this competitive solicitation will only be accepted from Bidders who submit electronically through the City's eProcurement Marketplace by the Close Date and Time indicated; hard copies will not be accepted. Bidders are strongly encouraged to read the successful Bidder Guides and Tutorials available in the eProcurement Marketplace well in advance of their intention of submitting a response to ensure familiarity with the eProcurement Marketplace and submitting a response through it. The City shall not be responsible for a Bidder's inability to submit a response by the closing date and time for any reason, including issues arising from the use of the eProcurement Marketplace.
- b. All information submitted by Bidder shall be typewritten, scanned as an attachment, or provided as otherwise instructed in the solicitation documents. Bidders shall use and submit any applicable or required forms provided by the City and attach such to their response. Failure to use the forms provided by the City may cause the response to be rejected and deemed non-responsive.
- c. Responses shall be submitted by an authorized representative of the firm. Responses must be submitted in the business entity's name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Responses shall include an attachment evidencing that the individual submitting the response, does in fact have the required authority to bind the business entity.
- d. All responses will become the property of the City of Deerfield Beach. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the City.
- e. Responses will be publicly opened in the Procurement and Contract Administration Division, 2nd Floor, 401 SW 4th Street, Deerfield Beach, FL 33441, or virtually via Zoom. Bidders will receive an advance notification through the eProcurement Marketplace advising on which platform will be used. It is the responsibility of the Bidders to check

the eProcurement Marketplace constantly for the latest updates. Bids will be tabulated and made available for public inspection at such time as the City provides notice of an intended decision or until 30 days after the closing date and time, whichever is earlier.

2. Required Documents and Information

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. The documents and information the City requires each Bidder to submit with their response can be found in the “Response Attachments” tab within the eProcurement Marketplace for this competitive solicitation. Responses should seek to avoid information in excess of what is requested, must be concise, and must specifically address the requirements of this competitive solicitation.

The responses shall be organized and divided into the sections indicated. The “Response Attachments” are not inclusive of all the information that may be necessary to properly evaluate the response and determine whether the Bidder has the capacity to meet the requirements of the scope of work and specifications. Additional documents and information should be provided as deemed appropriate by the Bidder in response to specific requirements stated herein or through the competitive solicitation. The apparent silence of the scope of work and any amendment regarding any details or the omission from the scope of work of a detailed description concerning any goods or services requested, shall be regarded as meaning that only the best industry practices are to prevail, and that only goods and workmanship of first quality are to be delivered. All interpretations of the scope of work shall be made upon the basis of this Solicitation and if the Solicitation is silent, basedn industry standards of best practices.

3. Financial Plan, Capital, and Capabilities

The City may request the firm’s financial audits and statements for the past two (2) reporting years (Income Statements and Balance Sheets). If your firm has financial audits and statements prepared by both existing employees and an external auditor or accountant, submit the financial audits and statements completed by the external auditor or accountant. Demonstrate your financial soundness and history of meeting financial obligations. Pursuant to Florida Statute 119.071 (1) General exemptions from inspection or copying of public records. (c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. Provide a general description of their financial condition and identify any conditions (e.g. bankruptcy, pending litigation, impending mergers) that may affect your firm’s ability to perform and/or complete the work.

4. ITB Schedule

Advertise Date	04/18/2025
Pre-bid Conference	N/A
Deadline for Questions	05/09/2025
Close Date and Time	05/14/2025
Projected Award/Commission Date	TBD
Contract Commencement Date	TBD

The City, in its sole discretion, reserves the rights to change this schedule of events.

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SECTION II - EVALUATION AND AWARD PROCEDURES

The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all responses, or terminate the competitive solicitation process at any time and secure the solicited products and services by any other lawful means. The City also reserves the right to waive minor irregularities or variations to the specifications and in the competitive solicitation process.

1. Variances

For purposes of evaluating responses, Bidders must submit any change, variance or exclusion requests, from the terms, conditions, specifications, scope of work, minimum qualifications, and other requirements contained in the solicitation and any addenda. All requested changes, exclusions or variances to the terms and conditions must be submitted during the Question and Clarification period stated in the ITB.

If variances are not submitted during the Question and Clarification period, it will be assumed that the Bidder accepts all requirements in the solicitation and any addenda, and that the products and/or services quoted fully comply with the requirements.

All requested variances submitted are subject to review and approval by the City. Any modifications to the ITB documents will be incorporated via an addendum. The City reserves the right, in its sole and absolute discretion, to accept or reject any requests for changes, variances or exclusions. Further, the City reserves the right, in its sole and absolute discretion, to deem a Bid response containing variances as non-responsive and not consider the Bid response for award.

2. Evaluation Procedures

- a. After the sealed Bids are opened, City staff, in consultation with the City's consultant as applicable, shall examine the documentation submitted in the Bids to determine the responsiveness and responsibility of each response received. Responses will be evaluated to ensure each response:
 - i. Fully conforms in all material respects to the solicitation and all of its requirements, including the completion and submission of all required forms and information (Responsive)
 - ii. Is fully capable to meet all of the requirements of the solicitation and resulting contract, possesses the full capability, including financial and technical, to perform as contractually required and is able to demonstrate the ability to provide good faith performance (Responsible)
 - iii. Bidder is in the business of providing the products and/or services required and possesses sufficient financial stability, personnel, equipment, and organization to ensure that it can satisfactorily perform the work if awarded a contract (Qualified). Responsiveness, responsibility, and qualifications are further defined in the General Terms and Conditions. Additionally, minimum qualifications, including licensing and

certification requirements, are stated in the Special Terms and Conditions.

- b. The City reserves the right to conduct site visits to Bidder's facilities to inspect record keeping procedures, staff, facilities, and equipment at any point during the evaluation process.

3. Contract Award

- a. Although it is the intent of the City to enter into a contract for the products and services contemplated in this competitive solicitation, the City is under no obligation to make an award pursuant to this competitive solicitation.
- b. The City reserves the right to award the contract to one or multiple Bidders who will best serve the interest of the City. Award of this contract shall be made to the responsive and responsible Bidder(s) providing the lowest price(s), best value and availability of the required products and services.
- c. An award recommendation to the lowest responsive, responsible Bidder will be made by Procurement with concurrence by the using department director that the Bidder is able to meet the requirements of the bid specifications.
- d. Award recommendations will be presented to the City Commission for their final approval. The City Commission has full discretion to reject all bids and waive minor irregularities in the bid.

4. City's Exclusive Rights

The City reserves the exclusive rights to:

- a. Waive any deficiency or irregularity in the selection process.
- b. Accept or reject any or all qualifications statements or bids in part or in whole;
- c. Request additional information as appropriate.
- d. Award all or a portion of the services set forth in this ITB to one or more Bidders as determined to be in the best interest of the City.
- e. Reject any or all submittals if found not to be in the best interest of the City.
- f. In the event of a sole Bid, the City reserves the right to reject the sole Bid.

5. Contract Execution

By submitting a Bid in response to this ITB, Bidder acknowledges and agrees that (i) no enforceable contract shall be in force until the contract is fully executed by the City; (ii) that no action shall require the City execute such contract; and (iii) that each Bidder waives all claims to damages, lost profits, costs, expenses, reasonable attorney's fees, or other costs, as a result of the City not executing the contract.

SECTION III - GENERAL TERMS AND CONDITIONS

1. Independent Contractor

The Bidder represents itself to be an independent contractor and shall not represent itself or its employees to be employees of the City of Deerfield Beach. Therefore, the Bidder shall assume legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses for Bidder's operations, officers, employees and agents, and agrees to indemnify, save, and hold the City of Deerfield Beach, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2. Subcontractors

If the Bidder proposes to use subcontractors in the course of providing the requested products and/or services to the City, Bidder shall disclose and include the name and specific type of good or service to be provided by the subcontractor as part of the Bidder's response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. successful Bidders may also propose in writing the use of subcontractors during the term of the contract or changes to subcontractors during the term of the contract; the City reserves the right to approve or disapprove of any modifications to subcontractors during the term of the contract with shall not be unreasonably withheld and provided in writing. The City reserves the right to approve or disapprove of any proposed subcontractor in its best interest.

3. Addenda, Changes, and Interpretations

It is the sole responsibility of the Bidder to notify the City in writing and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the "Deadline for Questions" as indicated in Section I, ITB Schedule, as may be amended by the City. Requests for clarification, modification, interpretation or changes must be submitted electronically via the City eProcurement Marketplace. Requests received after the deadline for questions will not be addressed.

Clarifications, modifications, interpretations, and changes shall only be made by the issuance of official addenda by the City. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City. All requests from Bidders and explanations from the City shall be communicated via the eProcurement Marketplace. All addenda are a part of the competitive solicitation documents and each Bidder will be bound by such addenda, whether or not acknowledged by them. It is the responsibility of each Bidder to read and comprehend all addenda issued. Addenda will be posted no later than the "Last Date for Addenda" indicated in the "Tentative Schedule of Events".

4. Multiple Responses

More than one response to this competitive solicitation from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Such a circumstance will lead to rejection of all responses in which the Bidder is involved, except for circumstances where Bidder is the subcontractor listed in another Bidder's response. If there is reason to believe that collusion exists between Bidders, those parties' responses will be rejected and deemed for City purposes to be a conviction of a public entity crime.

5. Omission of Details

The apparent silence of the specifications and any amendment regarding any details or the omission from the specifications of a detailed description concerning any services or material requested, shall be regarded as meaning that only the best industry practices are to prevail, and that only material and workmanship of first quality are to be used.

6. Mistakes

Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, and delivery instructions pertaining to the solicitation. Failure of the Bidder to examine all pertinent documents shall not entitle them to any relief from the conditions imposed herein and may lead to rejection of the response.

7. Costs Incurred

The City shall not be liable for any costs incurred by Bidders in responding to or in any way participating in this solicitation.

8. Withdrawal of Responses

Any response may be withdrawn up until the Close Date and time. Any response submitted to the City and not withdrawn prior to the Close Date and time shall constitute an irrevocable offer to the City to provide the product and/or services set forth in the solicitation. Bidder warrants by virtue of submitting the response that the response and any prices quoted in the response will be firm for acceptance by the City for a period of one hundred eighty (180) calendar days from the close date unless otherwise agreed upon by the City and Bidder.

9. Acceptance of Responses / Minor Irregularities

Any or all responses to solicitations may be rejected by the City Manager in whole or in part when it is in the best interests of the City. The City reserves the right to accept or reject any or all responses, part of responses, and to waive minor irregularities or variances to specifications contained in responses that do not make the response conditional in nature, and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract, does not give a respondent an

advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other Bidders, and does not affect the fundamental fairness of the solicitation process.

10. Responsive

In order to be considered responsive to the solicitation, the Bidder's response shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

11. Responsible

In order to be considered as a responsible Bidder, Bidder shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

12. Bidder's Qualifications

Bidder shall be in the business of providing the goods and services required and must possess sufficient financial support, equipment, personnel and organization to ensure that it can satisfactorily perform the work if awarded a contract. The City shall have the right to investigate the financial condition, experience record, qualifications, facilities, equipment and references of each Bidder and determine to its satisfaction the competency, reputation, quality of goods and services, and responsibility of each to perform the required work, meet the specifications, and conform in all material respects to the solicitation and all of its requirements.

- a. Bidder shall satisfy the Minimum Qualifications and Requirements in the ITB Attachment. Failure to do so may result in the response being deemed non-responsive or non-responsible and not considered for award.

13. Order of Precedence

In the event of inconsistency between provisions of this solicitation and the resulting contract, the inconsistency shall be resolved by giving precedence in the following order:

- a. The contract
- b. Contract attachments
- c. Bidder's response and response enclosures whether attached or incorporated by reference
- d. Scope of Work that includes all requirements and technical specifications
- e. Contract General Conditions
- f. Contract Special Terms and Conditions
- g. Contract General Terms and Conditions. General Conditions of the Construction contract will control in the event of conflict with any of the documents.

14. Licenses and Certifications

The Bidder shall be appropriately licensed to perform the work and provide the products and services required. Bidder shall possess by the closing date and time all required licenses and certifications necessary to perform the requested service or provide the requested goods; unless the issuance of such license or certification is contingent upon the work to be performed under the resulting contract. The Bidder shall be responsible for all costs associated with obtaining and maintaining all required licenses, certifications, and permits. Copies of all required licenses and certifications shall be submitted with the Response as a matter of responsiveness.

15. Insurance and Surety Bonds

The Bidder's response shall include evidence of insurability meeting the minimum insurance requirements attached herein and evidence of Bidders ability to obtain required surety bonds, when insurance and surety bonds are required. The Successful Bidder shall not commence the work or otherwise perform the work as required by the resulting contract, until a certificate of insurance naming the City of Deerfield Beach as additionally insured and evidencing the provision of the required insurance in a form acceptable to the City, and required surety bonds have been received and approved by the City. The Bidder shall assume full responsibility and expense to obtain all necessary insurance and surety bonds.

16. Legal Requirements

By the submission of a Bid, the Bidder certifies that a careful review of the Solicitation Documents has taken place and that the Bidder is fully informed and understands the requirements of:

- a. The solicitation documents.
- b. The quality and quantity of services to be performed and goods to be provided.
- c. The applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, governing this solicitation and the requested work. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

17. Protest Procedures

If a Bidder intends to protest a finding of Bidder's failure to qualify or proposed award, the Bidder may file a protest in accordance with the procedures set forth in Section 38-118 of the City Code. The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the protest bond are received by the Procurement and

Contract Administration Division. The time stamp clock located in the Procurement and Contract Administration Division office shall govern when the protest was received.

a. Protest of Failure to Qualify

Upon notification by the City that a Bidder is deemed non-responsive and/or non-responsible, the Bidder, who is deemed non-responsive and/or non-responsible may file a protest with the Purchasing Agent by close of business on the third (3rd) business day after notification (excluding the day of notification) or any right to protest is forfeited. It shall be the sole responsibility of such Bidder to verify the operating hours of Procurement and Contract Administration Division.

b. Protest of Award of a Contract

After a Notice of Intent to Award a contract is posted on the City eProcurement Marketplace, any actual bidder who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may file a protest with the Purchasing Agent by close of business on the third (3rd) business day after posting (excluding the day of posting) or any right to protest is forfeited. It shall be the sole responsibility of such Bidder to verify the operating hours of Procurement and Contract Administration Division.

c. Protest Fee

Any Bidder filing a protest shall simultaneously provide a protest fee to the City in the form of a cashier's check or payment bond. The protest fee will be based on the estimated contract amount. The estimated contract amount shall be based upon the pending award amount submitted by the recommended bidder/proposer. If no contract amount was submitted, the estimated contract amount shall be the City estimated contract amount. If the protest is decided in the protester's favor, the entire protest fee shall be returned to the protester. If the protest is not decided in the protester's favor, the protest fee shall be forfeited to the City.

d. Protest Fee Amount

- i. For solicitations for term contracts that provide for an annual expenditure amount, the protest fee shall be in the amount of \$1,000.00 for contracts with an estimated annual amount of \$100,000.00 or less, or one percent (1%) of the estimated annual contract amount for contracts that exceed \$100,000.00, with a maximum deposit of \$10,000.00.
- ii. For all other contracts, \$1,000.00 for contracts with an estimated annual amount of \$250,000.00 or less, or one percent (1%) of the estimated annual contract amount for contracts that exceed \$250,000.00, with a maximum deposit of \$10,000.00.

e. Protest Committee

A protest committee shall review all protests. If the Protest Committee denies the protest, the protester may appeal to the City Commission.

f. Protest Appeal

Any actual bidder who is aggrieved by a determination of the Protest Committee may appeal the determination to the City Commission by filing an appeal with the City Clerk by close of business on the third (3rd) business day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the City Clerk.

18. Cone of Silence

In accordance with Section 38-127 of the City of Deerfield Beach Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall apply as follows:

- a. The cone of silence shall be in effect beginning upon the advertisement for the competitive solicitation or during such earlier procurement activities as may be declared by the City Commission. The cone of silence shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids, or takes other action which terminates the solicitation process.
- b. Any entity that seeks a contract, contract amendment, award, recommendation, or approval related to a competitive solicitation or that is subject to being evaluated or having its Bid evaluated in connection with a competitive solicitation, including the entity's representative(s) shall not have any communication with any City Commissioner, the City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a competitive solicitation, including any member of the evaluation committee.
- c. The cone of silence shall not apply to written or oral communications with the City legal counsel or the Procurement and Contract Administration Division staff.
- d. Any action in violation of this Code of Ordinances Section 38.127 shall be cause for disqualification of the Bid. The determination of a violation and the penalty shall be made by the City Commission.

19. Local Business Preference Program

- a. The City established a local business preference program to facilitate local business participating in the competitive solicitation process. Except where prohibited by Federal requirements, Florida Statute, City policies, or funding source mandates to the contrary, and in accordance with City Code of Ordinances Section 38, preference shall be awarded to local businesses in the following manner:

- i. When a responsive, responsible nonlocal business submits the lowest price Bid, and the Bid submitted by one or more responsive, responsible local businesses is within five percent (5%) of the Bid submitted by the nonlocal business, then such local business(s) shall have the opportunity, within five calendar days of notification by the Purchasing Manager or designee, to submit a best and final Bid equal to or lower than the amount of the low Bid previously submitted by the nonlocal business with the lowest Bid price. Thereafter, contract award shall be made to the responsive, responsible business submitting the lowest, best and final Bid. In the case of a tie in the best and final Bid between a local business and a nonlocal business, contract award shall be made to the local business.
 - ii. The determination as to whether a Bidder is a local business shall be made by City staff based upon documentation submitted by the Bidder with its Bid submission and as verified by the Procurement and Contracts Division.
- b. This section shall not apply to professional services procured pursuant to the State of Florida Consultants Competitive Negotiation Act (CCNA), to direct acquisitions under Section 38-116(c), nor to solicitations utilizing federal funding sources in accordance with 2 CFR §200.319(b).
- c. An eligible bidder must satisfy the criteria as set forth City Code of Ordinances Section 38. to include the following:
 - i. Bidder shall complete, fully execute, and provide all required information contained in the competitive solicitation related to the local business preference requirements.
 - ii. Bidder shall have no history, within the prior five (5) years, of non-performance, delinquent fees, liens, or Code violations.
- d. The City, in its sole discretion shall determine whether a Bidder meets the criteria to qualify for a local business preference under the City Code.

20. Disadvantaged Business Enterprise Program

The City established a disadvantaged business enterprise program to encourage and foster the participation of Certified Business Entities (CBEs), in the city's competitive solicitation process by providing preference to CBEs as detailed in Section 38-130 of the City of Deerfield Beach Code of Ordinances. The City will accept CBEs including small business enterprises (SBEs), minority business enterprises (MBEs), women business enterprises (WBEs), and veteran

business enterprises (VBEs) certifications from Bidders, including their subcontractors identified in their response, as defined and certified by the Florida Department of Management, Office of successful Bidder Diversity or other certifying organizations or jurisdictions in accordance with Section 287.0943 (1) and (2) Florida Statutes.

- a. During the course of a competitive solicitation when a responsive, responsible non-CBE submits the lowest price bid, and a bid submitted by one or more responsive, responsible CBE is within five percent of the bid submitted by the non-CBE, then such CBE shall have the opportunity to submit, within five calendar days of notification by the Procurement and Contract Administration Division, a best and final offer equal to or lower than the amount of the low bid submitted by the non-CBE.
- b. The price bid by the non-CBE shall not be revealed if exempted under Chapter 119 or 286, Florida Statutes contract award recommendation shall be made to the responsive, responsible business submitting the lowest responsive and responsible final offer. In the case of a tie in the best and final offer between a CBE business and a non-CBE business, contract award recommendation shall be made to the CBE.
- c. For all other competitive solicitations where the objective factors used to evaluate the responses from bidders are assigned point totals, where evaluation of criteria, including and beyond price, is the determining factor for award, the total score of each individual evaluation committee member's total points of the CBE vendor will adjust upward by five percent.
- d. In the case where a Bidder is claiming CBE participation by the use of permitted subcontractors identified in their response and where the subcontractor(s) is the CBE, subcontractor's portion of the work to be performed pursuant to the resulting contract shall equal at least 50 percent of the total work. Bidder shall provide information in the response to substantiate the subcontractor's portion of the work meeting the 50 percent requirement.
- e. A bidder shall complete, fully execute, and provide all required information contained in the competitive solicitation related to the disadvantaged business enterprise requirements.
- f. For the purpose of determining the best value in the award of a competitive solicitation where both the local business and disadvantaged business preference are applicable, the local business preference shall take precedence over the small business preference.
- g. In order to participate in the disadvantaged business enterprise program, Bidder shall have no history within the prior five years of non-performance, delinquent fees, liens, or code violations.
- h. The disadvantaged business enterprise program shall not apply to a competitive solicitation process when prohibited by law, contract, grant, funding source or other regulation applicable to the competitive solicitation process, contract, or funding source, or when the city acts as the lead agency for a cooperative procurement.

21. Ethics Code

Bidders are required to acquaint themselves with the provisions in the City of Deerfield Beach's Ethics Code Chapter 2, Article IX, City Code of Ordinances. The City Commission will strictly apply the Ethics Code, including Section 2-505 "Disclosure and Behavior Requirements of Applicants and Person/Entity seeking a City contract or currently doing business with the City". Bidder shall complete the "Ethics Code Disclosure" contained herein. Failure to do so may result in the response being deemed non-responsive.

22. Public Records / Confidential Information

- a. Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Bidder's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- b. If the Bidder believes any of the information contained in the response is exempt from the Public Records Law, then the Bidder must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- c. Pursuant to Section 119.0701(2)(a), Florida Statutes, the Bidder must keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

23. Excluded Parties from the Competitive Solicitation Process

- a. Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Bidder, successful Bidder, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat. for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- b. Pursuant to Section 287.135, Florida Statutes, a bidder may not bid on or submit a proposal for goods or services of \$1,000,000.00 or more if at the time of bidding or submitting a proposal, the bidder:

- i. Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel; or
- ii. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 Florida Statutes; or
- iii. Is engaged in business operations in Cuba or Syria.

24. Anti-Collusion

Pursuant to Chapter 838 Florida Statutes, it is unlawful for a bidder to knowingly and intentionally influence or attempt to influence any competitive solicitation of the City of Deerfield Beach. The Bidder certifies that it has not divulged, discussed or compared its response and the contents contained therein with other respondents, except subcontractors if they form part of the response, and has not colluded with any other Bidders or parties to a response whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of material or service. Any violation of this provision will result in the immediate cancellation of the contract and removal from the Vendor List.

25. Conflict of Interest

- a. The Bidder covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the Bidder's diligent and proper performance of the services hereunder. The Bidder further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- b. No contract will be awarded to a Bidder who has City elected officials, officers or employees affiliated with it, unless the Bidder has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidder must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's vendor List and prohibition from engaging in any business with the City.

26. Entire Agreement

This competitive solicitation, all attachments and exhibits, addenda, and the resulting contract and/or purchase order states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations and agreements are merged herein or superseded hereby. If a contract will be executed, a draft contract containing the major business concerns for the City may be attached to this competitive solicitation.

27. Waiver

No waiver or modification of any contract resulting from this solicitation or of any covenant, condition or limitation contained in it shall be valid unless the waiver or modification is in writing and duly executed by the party to be charged with it. Further, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, and duly executed by the party to be charged with the waiver or modification. The parties agree that provisions of this paragraph may not be waived except by a duly executed writing.

28. Warranty

- a. **Warranty of Title** - The Bidder warrants that all goods and materials offered in their response or furnished under a resulting contract will be new unless otherwise specified and that Bidder possesses good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods and materials. All goods and materials not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.
- b. **Warranty of Specifications** - The Bidder warrants that all goods, materials and workmanship offered in their response or furnished under a resulting contract, whether by Bidder or its sub-contractors and successful Bidders, will comply with the specifications, plans, and other descriptions and requirements supplied or adopted.
- c. **Warranty of Merchantability** - The Bidder warrants that the goods offered in their response or furnished under the resulting contract are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.
- d. **Warranty of Material and Workmanship** - The Successful Bidder warrants all material and workmanship for a minimum of one (1) year from date of delivery and acceptance by the City. The Successful Bidder shall provide a warranty certificate or bond, in a form acceptable to the City Attorney's Office, stating the terms and conditions of the warranty, which terms shall be consistent with the requirements herein. If within the warranty period, or within such larger period of time as may be prescribed by law or warranted by the Successful Bidder and product manufacturers, any of the materials and workmanship is found to be defective or not in accordance with the contract documents, the Successful Bidder shall after receipt of a written notice from the City to do so, promptly correct the condition unless the City has previously given the Successful Bidder a written acceptance of such condition.
- e. **Warranty of Intellectual Property** - The Bidder warrants that there has been no violation of copyright, patent, or other intellectual property rights either in the United States of America

or in foreign countries in connection with the work to be performed pursuant to this competitive solicitation and resulting contract.

29. Survivorship Rights

The contract pursuant to this competitive solicitation shall be binding on both parties to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors, and assignees.

30. Severability

If any term or provision of the contract resulting from this competitive solicitation is found to be illegal and unenforceable, such term(s) shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

31. Venue

The venue for any and all litigation arising out of the contract shall be in Broward County, Florida for state court actions and in the US District Court for the Southern District of Florida for federal court actions.

32. Service Test Period

If the Bidder has not previously provided the goods or services to the City, the City reserves the right to require a service test period to determine if the Bidder can perform in accordance with the requirements of the contract, to the City's satisfaction, and within the rights of the City in. The service test period shall be conducted under all specifications, terms and conditions contained in the contract.

33. Examination of Records

The Bidder shall keep adequate records and supporting documentation applicable to the subject matter of this ITB to include, but not be limited to, records of costs, time worked, working paper and/or accumulations of data, and criteria or standards by which findings or data are measured. Said records and documentation shall be retained by the Bidder for a minimum of three (3) years from the date the contract is completed and accepted by the City.

If any litigation, is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings, involving the records have been resolved, unless otherwise instructed by the City. Should any questions arise concerning this contract, the City and its authorized agents shall have the right to review, inspect, and copy all determining an award recommendation.

The length of such test period shall be determined by the City, and shall be an appropriate timeframe for the City to effectively evaluate the goods and services offered such records and

documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at City expense. Any subcontractor(s) employed or utilized by the Successful Bidder shall be subject to these requirements and the Bidder is required to so notify any such subcontractor(s).

34. Transfer of Responsibility

Upon expiration, termination, or cancellation of the contract, the successful Bidder shall assist City of Deerfield Beach to ensure an orderly transfer of responsibility and/or continuity of those products and services required under the terms of the contract to an organization designated by City of Deerfield Beach, if requested in writing. The successful Bidder shall provide and/or perform any or all of the following responsibilities:

The successful Bidder shall deliver, FOB destination, prepaid, all records, documentation, reports, data, recommendations, master, or printing elements, etc., which were required to be produced under the terms of the contract to City of Deerfield Beach and/or to City of Deerfield Beach's designee within seven (7) calendar days after receipt of the written request. Any and all records which are on electronic media must be delivered in a format which is compatible with the system(s) currently in use by City of Deerfield Beach.

The successful Bidder shall agree to continue providing any part or all of the services in accordance with the terms and conditions of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract in the event City requests for successful Bidder to continue providing services for such extension period.

35. Quantities

No guarantee or warranty is given or implied by the City as to the amount that may or may not be purchased from any resulting contract. The City reserves the right to increase or decrease quantities or add or delete any item or quantity from the contract if it is determined to be in the best interest of the City in its sole discretion.

36. Risk of Loss

The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Successful Bidder until the delivery of completed project and facilities to the City, and inspection and final acceptance of the entire project by the City. Title to all goods, chattel and facilities shall pass to City upon delivery and acceptance of the goods by City as evidenced in writing.

37. Delivery

All items shall be delivered FOB destination to a specified City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the contract.

38. Required Compliances and Regulations

In performing the Work, Bidder shall comply with all applicable Federal, State, County, City and local laws, rules and regulations.

39. Safety

- a. The Successful Bidder shall be responsible for coordinating, funding, maintaining and supervising all safety precautions, measures, and programs for the Work consistent with applicable law and industry standards. The Successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.
- b. The Successful Bidder shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:
 - i. All employees on the work site and all other persons who may be affected thereby.
 - ii. The work and all materials and equipment incorporated therein.
 - iii. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the work.
- c. Occupational Health and Safety - In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:
 - i. The chemical name and the common name of the toxic substance.
 - ii. The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosivity and reactivity;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.

- iii. The proper precautions, handling practices, necessary personal protection equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.
- iv. The emergency procedure for spills, fire, disposal and first aid.
- v. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- vi. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

40. Clean-Up and Worksite Appearance

The Successful Bidder shall at all times keep the Work site free from accumulation of waste materials, rubbish and debris. At the completion of the Work, Successful Bidder shall remove all waste materials, debris, tools, equipment, machinery, and surplus materials from and about the worksite, and return the worksite to a condition suitable for use by the City. All waste materials, rubbish and debris shall be disposed of in accordance with all Federal, State and local codes and regulations.

41. Commercial Refuse Collection

Per Chapter 58, Division 4 of the City's Code of Ordinances, the City is the exclusive provider for collection and disposal of commercial refuse within the City. Successful Bidder shall comply with the City's regulations addressing commercial refuse.

42. Non-exclusive Agreement

Bidder agrees and understands that any contract entered into pursuant to this competitive solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

43. Background Checks

- a. In accordance with Section 38-140 of the City of Deerfield Beach Code of Ordinances, any contracts which require a successful Bidder, subcontractor, to perform work in or on city property, as defined in Section 38-115, that is open to the public, where the successful Bidder or any sub-contractor or employees will perform work or services in close proximity to facilities with minors, the elderly, or persons with special needs of where the services are of a nature which would reasonably warrant background checks.

- b. Criminal background checks shall be conducted through the Florida Department of Law Enforcement's Computerized Criminal History (CCH) database (Level I) or through the National Crime Information Center (NCIC) data base (Level II) as specified and required in this competitive solicitation. The successful Bidder shall, at its expense, obtain a criminal background check for each of its employees having access to city property prior to beginning the work, and depending on the contract's term, on an annual basis thereafter.
- c. The successful Bidder shall ensure a similar background check has been done of its subcontractors' employees who will have access to city property.
- d. The successful Bidder shall, at their expense, be required to submit an affidavit on the form provided with this ITB certifying that background checks shall be completed for all employees who will perform work on city property that is open to the public.
- e. The successful Bidder shall submit such affidavit to the City contract administrator prior to any work being performed.
- f. Successful Bidder or consultant shall maintain such records of the criminal history checks for each person doing work on City property during the contract period and for one year thereafter and shall make such records available for inspection and verification by the City.
- g. If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the successful Bidder shall not assign the individual to any work in or on City property that is open the public. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the City's express written authorization.
- h. For all new hires to perform the required services, successful Bidder shall conduct the background checks on the new hire at the time of the hire.
- i. The City reserves the right to approve or disapprove whether the successful Bidder's or consultant's employees perform the services for the City. Disapproval would apply solely to this contract and shall have no bearing on the Bidder's employment of an individual outside of this contract.

44. Excluded Parties from the Competitive Solicitation Process

- a. Successful Bidder certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the successful Bidder or its

subcontractors are found to have submitted a false certification; or if the successful Bidder, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- b. If this Agreement is for more than one million dollars, the successful Bidder certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the successful Bidder, its affiliates, or its subcontractors are found to have submitted a false certification; or if the successful Bidder, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. The successful Bidder agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this Agreement. d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.
- d. In accordance with City of Deerfield Resolution, the City Manager and appropriate City officials shall review all City contracts and successful Bidders to ensure consistency with all federal sanctions against Russia and confirm the City is not doing business with Russian companies; directing the divestment of investments in Russia and with Russian-related institutions, companies or entities, and individuals; providing for implementation and an effective date.

45. Manner of Performance and Personnel

- a. The successful Bidder shall perform the Work in a competent and professional manner satisfactory to the Owner in accordance with the terms and conditions of this Agreement. The Owner shall be entitled to satisfactory performance of all Work described herein and to full and prompt cooperation by the successful Bidder in all aspects of the Work. At the request of the City, the successful Bidder shall promptly remove from the Project any successful Bidder employee, subcontractor, or any other person performing Work under the Agreement.
- b. The successful Bidder shall defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any successful Bidder's personnel performing services hereunder at the behest of the City. Removal and replacement of any

successful Bidder's personnel as used in this Article shall not require the termination or demotion of such successful Bidder's personnel.

- c. The successful Bidder shall employ, maintain and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the Contract requirements.
- d. The successful Bidder agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the City, should the City make a determination, in its sole discretion, that said staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- e. The successful Bidder warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Work described herein, in a competent and professional manner. Each employee of successful Bidder shall have and wear proper identification and shall comply with any of City applicable security policies and procedures while performing any Work under this Agreement. Successful Bidder shall require each employee of its subcontractors to have and wear proper identification, and comply with all City applicable security policies and procedures while performing any Work under this contract.
- f. The successful Bidder shall, at all times, cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Work.

46. Indemnification

The parties agree that one percent (1%) of the total compensation paid to the Successful Bidder for the work of an awarded contract shall constitute specific consideration to the Successful Bidder for the indemnification to be provided under the awarded contract. The Successful Bidder shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Successful Bidder, and other persons employed or utilized by the Successful Bidder in the performance of the awarded contract. The provisions of this section shall survive the expiration or earlier termination of the awarded contract. To the extent considered necessary by contract Administrator and City Manager, any sums due to the Successful Bidder under the awarded contract may be retained by City until all of City's claims for indemnification pursuant to the awarded contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

47. Draft Contract

A draft copy of the Contract is attached to this competitive solicitation and includes the major business concerns for the City. This is the Agreement that will govern the Successful Bidder's performance and shall be executed by the Successful Bidder. All Bidders, by submission of their bids, agree to execute this Agreement, or a substantially similar Agreement, if selected by the City to perform the Work. The final Agreement may not be in the same form as the Draft Agreement.

48. Piggybacking

Successful Bidder may, if it has sufficient capacity or quantities available, and if legally allowed, provide to other government agencies, so requesting, the products or services awarded in accordance with the terms and conditions of this competitive solicitation and the resulting contract.

49.E-Verify

The successful Bidder shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the successful Bidder, the successful Bidder may not be awarded a public contract for a period of one year after the date of termination.

50. Debarment

By submitting a response to this solicitation, Bidder acknowledges that the City has the right to debar or suspend a person in accordance with Section 38-124 of the City Code for the person's:

- a. Material misrepresentation or omission to the City;
- b. Breach of contract with the City;
- c. Felony convictions, convictions of crimes involving moral turpitude, or "public entity crime convictions" of a "person" or an "affiliate" of a person, as defined in Section 287.133, Fla. Stat.;
- d. Failure to comply with the code of silence; or
- e. A finding of violation of the state ethics law or a county or municipal ethics ordinance.

51. Responsible Vendor Determination

Bidder is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of, or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder.

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SECTION IV - SPECIAL TERMS AND CONDITIONS

To be considered responsible and eligible for contract award, the Bidder must demonstrate that it meets the mandatory minimum qualification requirements as set forth in the ITB and its exhibits and attachments to include, but not limited to the following. The Bidder shall submit documentation and information as required demonstrating compliance with the requirements. The City reserves the right to request additional documentation or to conduct a site visit as a means of determining responsibility.

1. Mandatory Minimum Qualifications

- a. **Required Licenses and Certifications:** Bidder or subcontractor (s) of Bidder, or key personnel of Bidder proposed to perform the Work shall possess all licenses, certifications and credentials to perform the work, and shall provide a copy of such licenses, certifications, and other credentials with Bidder's response.
- b. **Experience:** Bidder and key personnel of Bidder proposed to perform the Work shall have experience at successfully performing the type of work requested herein.
- c. **Capacity:** Bidder must have the necessary facilities, ability, and financial resources to provide the service specified herein in a satisfactory manner.
- d. **Past Performance:** The Bidder must have a history of good performance. The City may make reasonable investigations deemed necessary and proper to determine the ability of the Bidder to perform or provide the services specified herein.

2. Draft Contract

A draft copy of the Contract is attached to this competitive solicitation and includes the major business concerns for the City. The City reserves the right to negotiate a final contract with the Offeror being recommended for award. The final contract to be presented to the City Commission for award may include mutually negotiated and agreed upon terms and conditions including but not limited to changes in quantities, prices, scope of services, or other contract provisions. However, the final Contract shall substantially comply with and be consistent with the intent of the competitive solicitation and the Offeror's response. The final Contract need not be in the same form as the draft contract.

3. Non-Exclusive Contract

Offeror agrees and understands that any contract entered into pursuant to this competitive solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

4. Delivery

(a) All items shall be delivered FOB destination to a specified City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the contract.

(b) Deliveries shall be made within ten (10) calendar days after receipt of an order. In the event delivery cannot be made within ten (10) calendar days, the contractor shall immediately notify the ordering department. The City, in its sole discretion, may accept the delivery date, or cancel the order in part or in its entirety. The City of Deerfield Beach reserves the right to terminate the contract in the event of repeated delays in delivery.

5. Inventory

The contractor shall have access to adequate inventory to attain 100% fill rate. A 100% fill rate shall mean that 100% of the high use items will be delivered within seventy-two (72) hours after receipt of order. The City of Deerfield Beach and all other Cooperative Group agencies reserve the right to require proof of access to inventory. The vendor shall immediately notify the ordering department of each respective agency when they are out of stock of product due to circumstances beyond their control, or other supply chain issues effected delivery. The City and all other Cooperative Group agencies reserve the right to procure out of stock items from other sources in these circumstances.

6. Sample and Demonstrations

When requested, samples are to be furnished free of charge to the City. If a sample is requested it must be delivered within seven (7) days of the request unless otherwise stated in the bid. Each sample must be marked with the Offeror's name and manufacturer's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the Offeror

7. Contract Term

(a) Initial and Renewal Options - The initial contract term shall be for three (3) years and shall commence upon final execution of the Contract by the City or as otherwise indicated in the final contract. The City reserves the right to renew the contract for three (3) additional one (1) year renewal terms providing all terms conditions and specifications remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager. The City Manager shall execute any renewal contract.

(b) Contract Extension - In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Proposer shall

be compensated for the service at the rate in effect when this extension clause is invoked by the City.

8. Price

(a) Offeror shall quote a firm, fixed price for the items listed in the “Bid Line Items” tab. Prices shall include all costs associated with the products and services being solicited including labor, equipment, supplies, management, travel, etc.

(b) Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, unit amounts shall govern. Discrepancies in the multiplication of units will be resolved in favor of the Unit Costs. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. In the event such discrepancy is discovered by either party after the competitive solicitation closes, Offeror understands and accepts that no correction(s) shall be made, and the prices offered shall remain firm.

(c) All applicable discounts shall be extended to City and shall be part of the prices offered. Offeror may bid only one (1) discount for each Line Item. Chain discounts are not acceptable and will not be considered in determining an award.

(d) Offeror warrants by virtue of submitting a response that prices will be firm for acceptance for a period of Ninety (90) calendar days from the date of solicitation closing, unless otherwise agreed to by both parties.

9. Price Adjustments

(a) If during the contract the contract period, the City is able to purchase the products specified herein on the open market at prices less than the contract price, the contractor shall meet these prices or the City may rebid the products and services.

(b) Percentage discounts for all products and services purchased resulting from this competitive solicitation process shall remain firm for the initial contract term. Prices for subsequent optional renewal terms shall be subject to an adjustment only if increases in the industry occur. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract term then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the expiration of the current contract term. Any approved cost adjustment shall become effective on the first date of the renewal term.

(c) In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in prices that reflect the cost change in the CPI or industry.

(d) The City has the right to refuse to accept a requested price increase or decrease if it is not properly documented, submitted less than ninety (90) days from the contract expiration date, or considered by the City to be excessive or insufficient. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be terminated for convenience.

10. Reporting Requirements

The Contractor (s) shall furnish to the Lead Agency a detailed Summary of Sales report on a semi-annually basis during the contract period. The Summary of Sales report shall include the following information: contractor's name, contract name and number, the total dollar sales volume for each group during the reporting period for each participating agency. The report may be provided in greater detail, but no less than the requirement stated

11. Invoices and Payments

(a) Each Agency's invoice and payment, requirements and processes vary. Each Agency has specific requirements that must be met. The vendor shall insure that all invoices clearly state the purchase order number, date of delivery, delivery location, item description, quantity, list price, percentage discount per the contract, contract price, total price, and other requirements required by individual agencies.

(b) The Contractor and the City shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80

12. Safety

(a) The Successful Offeror shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Successful Offeror shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.

(b) The Successful Offeror shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:

(i) All employees on the work site and all other persons who may be affected thereby.

(ii) The work and all materials and equipment incorporated therein.

(iii) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the work.

(c) Occupational Health and Safety - In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

(i) The chemical name and the common name of the toxic substance.

(ii) The hazards or other risks in the use of the toxic substance, including:

(1) The potential for fire, explosion, corrosivity and reactivity;

(2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

(3) The primary routes of entry and symptoms of overexposure.

(i) The proper precautions, handling practices, necessary personal protection equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.

(ii) The emergency procedure for spills, fire, disposal and first aid.

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

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

13. Taxes

The Offeror shall include in its bid price and pay all State and local sales consumer and use taxes.

14. Waiver of Ownership Proposals

The Bidder's response to this ITB becomes the property of the City. All documents, including but not limited to, detailed reports, studies, plans, drawings, photographs, specifications, and all other data furnished by the Bidder in response to this ITB shall become the property of the City.

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SECTION V - INSURANCE REQUIREMENTS

The Bidder's response shall include evidence of insurability meeting the insurance requirements stated herein. The Successful Bidder shall not commence the Work or otherwise perform the Work as required by the resulting contract until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the City. The Successful Bidder shall assume full responsibility and expense to obtain all necessary insurance.

1. General

- a. Successful Bidder shall furnish to the Procurement and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after notification of award of the contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the contract (Solicitation Title and Number), and state that such insurance is as required by this contract. successful Bidder's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the contract.
- b. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. successful Bidder shall pay all deductible amounts, if any. successful Bidder shall specifically protect City by naming the City and its elected officials, officers, employees, and agents as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.
- c. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of successful Bidder is complete including all renewal terms. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the Work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- d. City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If successful Bidder uses a subcontractor, successful Bidder shall ensure that subcontractor names City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

2. Coverages

Successful Bidder shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this contract the following insurance as indicated with X's:

- ☒ **Commercial Liability Insurance** - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate.

Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent successful Bidders, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific contract including any hold harmless and/or indemnification contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

- ☒ **Business Automobile Liability** - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

- ☒ **Workers Compensation Insurance** - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.

- ☒ **Pollution Liability Insurance** - Pollution Liability Insurance for bodily injury, property damage, clean-up costs or corrective action and defense coverage with a limit of no less than \$10,000,000 each incident and a general aggregate limit of no less than \$10,000,000. This insurance shall include coverage for, but not be limited to; sudden and accidental discharges; dispersal; seepage; release or escape of any solid, liquid gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids,

alkalis, toxic chemicals, medical waste and waste material into or upon land or any structure on land, the atmosphere or any watercourse or body of water, including groundwater.

☐ Other

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SECTION VI - SPECIFICATIONS

1. Inventory

The City of Deerfield Beach is actively seeking bids from qualified vendors to provide Sulfuric Acid 93% (H₂SO₄) in bulk, delivered on an as-needed basis to the Water Treatment Plant Operations, 290 Goolsby Blvd, Deerfield Beach, FL 33442 and other participating SE Florida Governmental Purchasing Cooperative Group agencies as stated in this ITB. The City of Deerfield Beach is acting as the lead agency for the Cooperative as stated in this ITB. The City of Deerfield Beach is acting as the lead agency for the Cooperative Group for this bid. This will be a term contract.

2. Specifications

(a) Sulfuric Acid will (H₂SO₄) will be used by the City's Water Treatment Plant to produce drinking water, and all products bid must be authorized for such use by the City.

(b) This product is for use in the Water Treatment Plant's (membrane filtration system).

(c) Technical Grade: 93.19% minimum 66-degree Baume.

(d) Total iron content shall not exceed twenty-five parts per million (25ppm)

3. Certification and Testing

(a) The Sulfuric Acid supplied shall be listed by the National Sanitation Foundation (NSF) as being in full compliance with NSF/ANSI Standard 60 for Drinking Water Treatment Chemicals – Health Effects. The Contractor shall submit with their Response Attachments proof of certification that the product offered conforms to NSF/ANSI Standard 60.

(b) The City reserves the right during the contract period to determine by independent test if the product supplied by the Successful Offeror meets the specifications herein. If test meets the specifications, then cost of the test shall be paid for by the City. If the test does not meet the specifications, then cost of the test shall be paid for by the Successful Offeror. In addition, the facilities of the Florida State Department of Agriculture testing laboratories may be used for any referee testing.

(c) Offerors shall submit with their Response Attachments certified laboratory tests within the past six (6) months to substantiate minimum and average figures, along with a typical analysis of the Sulfuric Acid 93% product offered listing all impurities, detailed technical product specifications with applicable Material Safety Data Sheet (MSDS), and proof that the product bid has been approved by applicable Federal agencies for use in drinking water. Reference Exhibit A – Material Data Sheet (MSDS) for the current product used by the City.

4. Standardization / Variances

The City intends to purchase a product as specified and contained herein. In no way does the City of Deerfield Beach intend to limit competition to one bidder. State any and all variances clearly in writing. Wherever in these contract documents a particular brand, make of material, manufactured article, device or equipment is shown or specified, such brand, make of material, manufactured article, device or equipment should be regarded as the standard.

5. Delivery

(a) The Contractor shall be notified by email, telephone, or facsimile for requested deliveries and shall make deliveries within seventy-two (72) hours of the request or as otherwise specified by the Bidder on the Bid Schedule. Deliveries shall be made in 25-ton increments. All deliveries shall be made on weekdays, excluding holidays observed by the City, between the hours of 8:00 a.m. and 2:00 p.m. The City of Deerfield Beach reserves the right to terminate the contract in the event the delay in delivery is deemed unacceptable.

(b) The Contractor shall ensure that the product is delivered in clean containers/tanks and is free of contamination. If the stock is contaminated, the Contractor shall be liable for all cost associated with disposal of contaminated material, cleanup of storage facilities and full replacement of product at the Contractor's expense. The city reserves the right to reject any delivery that has been contaminated or does not conform to product specifications.

(c) The transfer of product from the delivery to the City's storage tanks shall be the sole responsibility of the Contractor. The Contractor shall be responsible for all health, safety, and costs associated with the transport and delivery of the product, to include but not limited to chemical spills and related cleanups.

(d) The fill lines to the City's storage tanks are equipped with a 2-inch, male, quick-connect coupling. In order to protect the acid tank fill line, transfer of acid must be performed at low pressure (25-30 psi).

6. Substitutions

(a) The City shall not accept substitute shipments of any kind. Contractor shall furnish the product specified in the bid once awarded. Any substitution of material will require prior written approval by the City of Deerfield Beach. Any substitute shipments that have not received the prior written approval of the City shall not be accepted and shall be returned at the expense of the Contractor.

(b) If a bid item is discontinued by the manufacturer during the period of award and the bid item is not available from within the vendors or manufacturers inventory, then the vendor shall advise the Purchasing Departments of all agencies, in writing, of non-availability of the bid item and shall include complete descriptive, technical literature on

the item offered to replace the discontinued bid item and, upon written approval, shall furnish the replacement item at the same firm price offered for the original bid item or at a lower price during the remainder of the period of award. Samples of replacement items, if requested, must be supplied for evaluation by the appropriate City staff. The City of Deerfield Beach shall not be held liable for any damages incurred to equipment during evaluation.

7. Samples and Demonstrations

When requested, samples are to be furnished free of charge to the City. If a sample is requested, it must be delivered within seven (7) days of the request, unless otherwise stated in the bid. Each sample must be marked with the Offeror's name and manufacturer's brand name. The City will not be responsible for returning samples. The city may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the Offeror.

8. Reporting Requirements

The Contractor(s) shall furnish to the City of Deerfield Beach, acting as lead agency for the Cooperative Group agencies, a detailed Summary of Sales report on a semi-annually basis during the contract period. The Summary of Sales report shall include the following information:

- Contractor's name
- Contact name and
- Tonnage for each participating Cooperative Group agency
- Total dollar sales volume for each participating Cooperative Group agency

The report may be provided in greater detail, but no less than the requirement stated herein.

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June 12, 2025

**NOTICE OF INTENT TO AWARD
A CONTRACT FOR
25-016 SULFURIC ACID 98% FOR WATER TREATMENT PLANT
TO
SHRIEVE CHEMICAL COMPANY, LLC. AND INTERACID NORTH AMERICA, INC.**

Please be advised that the City of Deerfield Beach staff has reviewed the responsive and responsible bids received and concluded that the responsive and responsible offer was submitted by Shrieve Chemical Company, LLC., and Interacid North America, Inc. Therefore, staff is recommending award of the subject contract to two (2) contractors as followed: primary: Shrieve Chemical Company, LLC.; secondary: Interacid North America, Inc. The recommendation is scheduled to be presented to the City Commission at the July 8, 2025 City Commission meeting, but is subject to change.

Please be advised that a cone of silence is still in effect until the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive method, or takes other action which ends the sealed competitive method process pursuant to Section 38-127 of the City Procurement Code. Should you have any questions please contact the Procurement and Contract Administration Division at 954-250-4039. We appreciate the time and effort put forth by all those who responded to this solicitation and hope you continue to show interest in City of Deerfield Beach projects.

Best Regards,

Eddyson Etienne
Senior Buyer



ITB 25-016 Shrieve Chemical Supplier Response

Event Information

Number: ITB 25-016
Title: Sulfuric Acid 93% for Water Treatment Plant Operations
Type: Invitation to Bid
Issue Date: 4/18/2025
Deadline: 5/14/2025 02:00 PM (ET)
Notes: The City of Deerfield Beach is soliciting sealed responses from qualified vendors to submit bids to provide the City and participating members of the Southeast Governmental Cooperative Agency Group with 93% Sulfuric Acid for use in water utility operations, in accordance with the terms, conditions, scope of work for the above-mentioned Invitation to Bid (ITB).

The City will not Hold an Pre-Bid Conference.

Questions and Answers: The City provides a specified time for Vendors to ask questions and seek clarification regarding the

requirements of the solicitation. All questions or clarification inquiries must be submitted through eProcurement Marketplace by the date and time referenced in the solicitation document (including any addenda). The City will respond to all questions via eProcurement.

Licensing Requirements: The Vendor must possess Florida business license or current certificate of competency issued by Broward County Examining Board having jurisdiction over licensing of Contractors in the type of work involved in this contract. Refer to Qualification of Bidders for additional information.

The City of Deerfield Beach is exempt from Federal and State Taxes for tangible personal property tax.

The City of Deerfield Beach reserves the right to accept or reject any or all Bids, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.

Bids will be accepted through a secure mailbox at eProcurement (<https://deerfield-beach.ionwave.net/HomePage.aspx>) until the Deadline for Submission as indicated in this ITB. Late Bids will not be accepted. The City will only accept electronic bids for this ITB.

Contact Information

Contact: Eddyson Etienne

Address: Procurement and Contract Administration Division

A

2nd

City of Deerfield Beach

401 SW 4th Street

Deerfield Beach, FL 33441

Email: Eetienne@deerfield-beach.com

Shrieve Chemical Information

Contact: Chris Burns
Address: 1442 Lake Front Circle Suite 500
The Woodlands, TX 77380
Phone: (281) 367-4226
Fax: (281) 367-0071
Toll Free: (281) 367-4226
Email: cburns@shrieve.com
Web Address: www.shrieve.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Chris Burns

Signature

Submitted at 5/14/2025 09:13:18 AM (ET)

cburns@shrieve.com

Email

Supplier Note

Shrieve Chemical Company has successfully supplied the Deerfield Beach Co-op for many years in the past. We have extensive experience as it relates to sulfuric acid supply. In addition we have long-term relationships with our producing partners and our carriers that helps to ensure success

Requested Attachments

- Certified Business Entity (CBE) Certification

No CBE Claim.doc

If claiming CBE pursuant to the City Disadvantaged Business Enterprise Program, attach a copy of your firm's CBE Certification or your identified subcontractor's CBE Certification. For more information reference the solicitation General Terms and Conditions.
- Proof of Insurability

EvidenceofCoverage_W34186561.pdf

Attach proof of insurability meeting the minimum insurance requirements stated in the ITBC. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) or a letter from Bidder's insurer certifying that Bidder has the capacity and capability to obtain the required insurance.
- Participation from Disadvantage Business Entity(s)

DBE.doc

If applicable, attach a list each DBE(s), CBE(s) or SBE(s), proposed for work on this project. Include the type of work each will perform and the projected dollar amount and/or percentage of the work to be assigned to each.
- Experience

Shrieve Chemical Company - Experience.doc

Attach a description of Bidder's experience and background in the type of work detailed in this ITBC that includes resumes of key individuals and staff who will be assigned to the work that indicates their experience and background in the type of work they will be assigned.
- Copies of Applicable Licenses and Certifications

Division of Corporations - 2025.pdf

As is applicable, attach copies of all licenses and/or certifications that Bidder and its personnel are required by law to possess to perform work on the project as well as any other licenses or certifications relative to the work.
- Business Tax Receipt

SCC TAX EXEMPT CERTIFICATE 2025.pdf

Attach a copy of Bidder's most recent business tax receipt from the jurisdiction of Bidder's principal place of business, regardless of location.

W-9 Form

Shrieve Chemical Company LLC
2025 W9.pdf

Submit a copy of your firms W-9 Form.

Statement - Individuals with Legal Authority to Bind

authority bid.pdf

If applicable, upload the statement of individuals with legal authority to bind Bidder.

Florida Division Of Corporations Registration

Division of Corporations -
2025.pdf

Upload a copy of Bidder's current, registration with the Florida Division of Corporations that indicates the registration is 'Active'. If a vendor is located out of state, they can register as a foreign corporation via <https://dos.fl.gov/sunbiz/forms/corporations/#foreigncorp>. All firms must have an 'Active' registration prior to the bid submittal deadline.

Qualifying Agent Documentation

Qualifying Agent.doc

Upload a copy of Bidder's Qualifying Agent's registration or certification along with supporting documentation confirming Qualifying Agent has been the Qualifying Agent for Bidder for three years.

Conflicts of Interests

Conflict of Interest - additional
data.doc

If applicable, upload details regarding any potential for conflicts of interests.

Ethics Code Disclosure

Minimum qualifications - additional
information.doc

If applicable, Upload all required documentation as identified in Attachment D, Minimum Qualifications - Section 9.

Attachment A - Supplier Performance Verification Form

Attachment A Supplier
Performance Verification Form -
completed.pdf

Upload a completed and fully executed Attachment A

Attachment B - E-Verify Compliance Verification Form

Attachment B E-Verify Compliance
Verification Form - completed.pdf

Upload a completed and fully executed Attachment B

Attachment C - Background Check Affidavit

Attachment C Background Check
Affidavit - completed.pdf

Upload a completed and fully executed Attachment C

Attachment D - Public-Entity-Crime-Statement

Attachment D Public Entity Crimes
- completed.pdf

Upload a completed and fully executed Attachment D

Attachment E - Non-coercion Affidavit for Human Trafficking

Attachment E Affidavit Attesting to
Noncoercive conduct for Labor
Services - completed.pdf

Upload a completed and fully executed Attachment E

Attachment F - Statement of Compliance Byrd Anti-Lobbying

Attachment F Anti-Lobbying
Certification - completed.pdf

Upload a completed and fully executed Attachment F

Attachment G - Minimum Qualf & Requirements

Attachment G - Minimum Qualf &
Requirements.pdf

Upload a completed and fully executed Attachment G

Attachment H - BIDDER QUESTIONNAIRE

Attachment H Bidder
Questionnaire - completed.pdf

Upload a completed and fully executed Attachment H

Attachment I - BID SIGNATURE FORM

Attachment I - Bid Signature Form
- completed.pdf

Upload a completed and fully executed Attachment I

Response Attachments

20250509_134221(0).jpg

Photo

01030 - 060.pdf

NSF Verification

Sulfuric Acid 93 - 98% GHS SDS (002).pdf

Sulfuric Acid SDS

2025 NSF Test Report Sulfuric Acid - Riverview.pdf

NSF Test Results

Sulfuric Acid 93% Mosiac.doc

Mosaic 93% sulfuric acid spec sheet

IND_SULAC93_WhtSpr.pdf

Nutrien 93% Sulfuric Acid Spec Sheet

Bid Attributes

1	<p>BIDDER INSTRUCTIONS</p> <p>The City deems certain documentation and information important in the determination of responsive and responsible and for the purpose of evaluating responses. All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient. Bidder shall submit the information and/or documentation requested that meets the Attributes. Failure to do so may result in the Bid response being deemed non-responsive, non-responsive and not considered for award.</p>
2	<p>Drug-Free Workplace Programs</p> <p>Bidder is claiming it has implemented a drug-free workplace in accordance with Florida Statutes 287.087 as defined below:</p> <p>Bidder hereby affirms that their business does:</p> <p>(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.</p> <div><input type="text" value="Yes"/></div>

3 Contract Indemnification

The parties agree that one percent (1%) of the total compensation paid by Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. Contractor shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

☒ I Affirm
4 Non-Collusive Affirmation

1. Bidder is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation;
2. Bidder is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response;
3. Bidder affirms its response is genuine and is not a collusive or sham response;
4. Bidder affirms that neither the Bidder nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmitant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
5. Bidder affirms the price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmitant.

☒ I Affirm
5 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

☒ I Affirm
6 Local Vendor Affirmation

Bidder shall affirm if it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt.

Bidder must include its local business Tax Receipt in the "Response Attachments" tab if making this claim.

☐ I am not a local vendor.

7 Certified Business Entity Affirmation

If Bidder is claiming CBE certification, Bidder must affirm at least 50% of the work to be performed is performed by a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Bidder must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work.

NOTE: If making this claim, Bidder shall include in the "Response Attachments" tab the CBE certification documentation for each CBE named. Reference the ITB, Section III, General Terms and Conditions, Item 20 for more details on CBE certification.

☐ I am not a Disadvantaged Business Entity

8 Verification of Employment Status

Bidder affirms and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment status of:

- a. all persons employed by Offeror who will perform employment duties within Florida during the term of the Contract if awarded, and;
 - b. all persons (including subcontractors) who will be assigned by Offeror to perform work pursuant to the Contract.
- Bidder further acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System shall be a condition of the Contract.

☒ I Affirm

9 Individuals with legal authority to contract

Based upon Bidder's business structure, in this section include the name and title of each officer, principal, partner, member, or individual (if sole proprietor or partnership) within Bidder's organization, with the legal authority to contractually bind the business.

NOTE: If Bidder's response is being submitted by anyone other than those listed, provide evidence of delegated authority on Bidder's company letterhead, signed by one of the individuals listed above and include in Bidder's Response Attachments.

Jason VanVleet - CEO/CFO

10 Former Business Names

Under what other former names has Bidder's organization or officer, principal, partner, member, or individual (if sole proprietor or partnership) holding at least 30% interest in Bidder's business operated?

Not Applicable

11 Use of Subcontractors

Will Bidder be using any subcontractors to complete any portions of the work?

No

12 List of Subcontractors

If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program. If no, enter N/A.

Not applicable

13 Default and Non-Performance History

Has Bidder, in the past 7 years, been found in default of a contract, failed to complete any work awarded to Bidder, or otherwise been notified of issues of non-performance by a party to any contract with Bidder? If yes, provide details.

No

1
4**Criminal Litigation History**

Does Bidder or any of its principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?

No

1
5**Litigation, Arbitration, and Claims or Liens against Bonds**

As a prerequisite for qualification, the following shall apply:

- a) Bidder shall not be involved in current/pending or past litigation/arbitration during the last five (5) years, which, can potentially have a material negative impact on its ability to execute this project;
- b) Bidder shall not display an undesirable pattern of litigation with owners over construction matters;
- c) Bidder shall not have had a claim against its bonding company in the last five (5) years wherein the bonding company was required to take over and complete the project or pay outstanding liens on the project.

Provide an explanation if Bidder does not meet any of these litigation, arbitration, claims or liens requirements.

Not Applicable

1
6**Conflicts of Interests**

Bidder affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all Bidders must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 for your business.

Bidder, including any principal, officer, agent, or proposed subcontractor, shall not have a record of any conflicts of interest that have not been waived by the City Commission

NOTE: If Bidder confirms it has potential conflicts, **Bidder must submit details regarding any potential conflicts of interests in the "Response Attachment" tab.**

If yes, give City officer(s), employee or attorney(s)'s names(s) and position(s).

- ☒ Bidder has read Florida Statute 112.313
- ☒ Bidder affirms that it does not have conflicts
- ☐ Bidder confirms it has potential conflicts

1
7**Attachment A – References & Vendor Performance Reference Verification Survey Form**

Bidder shall submit Vendor Performance Reference Verification Survey Forms completed by five references with its Response Attachments.

☒ I Affirm

1
8**Attachment C - Background Check Affidavit**

Bidder affirms to conduct background checks in accordance to the City's Background Check Affidavit (Attachment C), if awarded the contract.

☒ I Affirm

Bid Lines

1

Sulfuric Acid 93% for Water Treatment Plant Operations as per bid documents.

Quantity: 15606 UOM: ton Unit Price: \$259.90 Total: \$4,055,999.40

Item Notes: Quantity is estimated and based on previous annual usage for all Co-Op Agencies listed under the Attachments Tab, Exhibit I -Co-op Participating Agencies

Item Attributes**1. Product Offered and Manufacturer Name.**

93% Sulfuric Acid - Mosaic Fertilizer

2. Percentage H2SO4.

93%

3. Minimum Percentage of Sulfuric Acid.

93.2%

4. Average Percentage of Sulfuric Acid.

94%

5. Specific Gravity at 60 degrees Fahrenheit.

1.83

6. Product Weight (pounds per gallon).

15.3

7. Iron as Fe (ppm).

14

8. Minimum Order Requirement in Tons.

24

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

2

10. Index Used for Price Adjustments

Offeror shall state the Index used for price adjustments (Producer Price Index - Commodities (PPI) for Chemicals and Allied Products, Sulfuric Acid (Commodity Code 0613020T1) or (Green Markets, Sulfur Postings, Recovered LT, Tampa Contract).

The price will be tied to the Green Markets Tampa sulfur contract posting which currently is \$270.00. The price will move up OR down \$.33 for each \$1.00 change in the posting the 1st day of the second month of each calendar quarter. Price changes are based on ship dates. For accounting purposes sulfur cannot go below zero.

11. State telephone number for placement of orders.

(281) 367-4226

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

wstewart@shrieve.com

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

(281) 367-4226

Response Total: \$4,055,999.40



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
SHRIEVE CHEMICAL COMPANY, LLC

Filing Information

Document Number M22000001143
FEI/EIN Number 74-1994881
Date Filed 01/24/2022
State TX
Status ACTIVE

Principal Address

1442 LAKE FRONT CIRCLE, STE 500
THE WOODLANDS, TX 77380

Mailing Address

1442 LAKE FRONT CIRCLE, STE 500
THE WOODLANDS, TX 77380

Registered Agent Name & Address

BURNS, CHRIS
2301 CYPRESS GARDENS BLVD
WINTER HAVEN, FL 33884

Authorized Person(s) Detail

Name & Address

Title MGR

VANVLEET, JASON
1442 LAKE FRONT CIRCLE, STE. 500
THE WOODLANDS, TX 77380

Annual Reports

Report Year	Filed Date
2023	03/10/2023
2024	02/09/2024
2025	02/14/2025

Document Images

[02/14/2025 -- ANNUAL REPORT](#) [View image in PDF format](#)

02/09/2024 -- ANNUAL REPORT	View image in PDF format
03/10/2023 -- ANNUAL REPORT	View image in PDF format
01/24/2022 -- Foreign Limited	View image in PDF format



Menu

[Home](#) / [Business Operations](#) / [State Purchasing](#) / [State Agency Resources](#) / [Vendor Registration and Vendor Lists](#) / Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to [section 287.1351, Florida Statutes](#).

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance [ 575.81 KB]
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. [ 111.75 KB]
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC [ 85.95 KB]
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. [ 320.17 KB]
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC [ 1.78 MB]

Updated 12/10/19

State Purchasing

[Chief Procurement
Officer \(CPO\)
Memoranda](#)

[Executed Agency
ACS Requests](#)

[State Contracts
and Agreements](#)

[MyFloridaMarketPlace](#)

[Public
Procurement
Professional
Development](#)

[Approved Drone
Manufacturers](#)

[State Agency
Resources](#)

[Statewide Travel
Management
System](#)

[Vendor Resources](#)

[State Purchasing
Insurance Program
\(SPIP\).](#)

[Contact Us](#)

[State Purchasing
Website Feedback](#)

[Office of Supplier
Development
\(OSD\).](#)

Document reader download links:

 [Adobe PDF Reader](#)

**Terms and
Conditions**

Privacy Statement

**Accessibility
Statement**

Agency Information

Open Government

DMS Leadership

Frequently Asked Questions

Agency Organization

Copyright ©2025 Department of Management Services - State of Florida



ITBC No. 25-016

Bidder's Name: Shrieve Chemical Company, LLC

SUPPLIER PERFORMANCE VERIFICATION FORM

Bidder must attach a completed Supplier Performance Verification form for each reference in the Response Attachments tab in eProcurement Marketplace.

Reference Entity Name: COLLIER COUNTY UTILITIES

Reference Contact: _____

Contact E-mail: GARY.NEWCOMER@COLLIERCOUNTYFL.GOV

Contact Phone #: 239-252-6255

Rate your experience with the above referenced supplier. Use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to perform work promptly or within the time specified, without delay. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 3
9. Rate the overall quality of performance of the Contractor. 3

Additional comments (optional):

Supplies Delivered IN TIME REQUESTED AND NO ISSUES NOTED

Reference Printed Name: GARY NEWCOMER Title: OPERATION, CITIES
(Person completing survey)

Signature: [Signature] Date: 5-9-25
(Person completing survey)

*****THIS SECTION FOR CITY USE ONLY*****

Reference Verified by City Employee: _____ Date: _____



ITBC No. 25-016

Bidder's Name: Shrieve Chemical Company, LLC

SUPPLIER PERFORMANCE VERIFICATION FORM

Bidder must attach a completed Supplier Performance Verification form for each reference in the Response Attachments tab in eProcurement Marketplace.

Reference Entity Name: Lakeland Electric
 Reference Contact: Thomas Johnston
 Contact E-mail: Thomas.Johnston@lakelandelectric.com
 Contact Phone #: 863-834-6623

Rate your experience with the above referenced supplier. Use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to perform work promptly or within the time specified, without delay. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 3
9. Rate the overall quality of performance of the Contractor. 3

Additional comments (optional):

Reference Printed Name: Thomas Johnston Title: Engineer
(Person completing survey)
 Signature: [Signature] Date: 5/12/25
(Person completing survey)

*****THIS SECTION FOR CITY USE ONLY*****

Reference Verified by City Employee: _____ Date: _____

ITBC No. 25-016Bidder's Name: Shrieve Chemical Company, LLC**SUPPLIER PERFORMANCE VERIFICATION FORM**

Bidder must attach a completed Supplier Performance Verification form for each reference in the Response Attachments tab in eProcurement Marketplace.

Reference Entity Name: Martin County
 Reference Contact: Derek Watson
 Contact E-mail: dwatson@martin.fl.us
 Contact Phone #: (386) 590-2622

Rate your experience with the above referenced supplier. Use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to perform work promptly or within the time specified, without delay. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 3
9. Rate the overall quality of performance of the Contractor. 3

Additional comments (optional):

Reference Printed Name: Derek Watson
 (Person completing survey)

Title: Chief Plant Operator

Signature: Derek Watson
 (Person completing survey)

Date: 5/8/2025

*****THIS SECTION FOR CITY USE ONLY*****

Reference Verified by City Employee: _____ Date: _____



ITBC No. 25-016

Bidder's Name: Shrieve Chemical Company, LLC

SUPPLIER PERFORMANCE VERIFICATION FORM

Bidder must attach a completed Supplier Performance Verification form for each reference in the Response Attachments tab in eProcurement Marketplace.

Reference Entity Name: Indian River County Department of Utility Services / Water Production

Reference Contact: Leon Liberus

Contact E-mail: LLIBERUS@INDIANRIVER.GOV

Contact Phone #: 772-226-3416

Rate your experience with the above referenced supplier. Use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 2
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to perform work promptly or within the time specified, without delay. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 2
8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 2
9. Rate the overall quality of performance of the Contractor. 3

Additional comments (optional):

While staff are very pleased with the level of service provided, they have expressed concerns that delivery personnel are not fully blowing off their lines, resulting in excess chemical needing to be drained into the containment system.

Reference Printed Name: Leon Liberus Title: Water Plant Superintendent

(Person completing survey)

Signature: 
(Person completing survey)

Date: 5/9/25

*****THIS SECTION FOR CITY USE ONLY*****

Reference Verified by City Employee: _____ Date: _____

ITBC No. 25-016Bidder's Name: Shrieve Chemical Company, LLC**SUPPLIER PERFORMANCE VERIFICATION FORM**

Bidder must attach a completed Supplier Performance Verification form for each reference in the Response Attachments tab in eProcurement Marketplace.

Reference Entity Name: City of Cape Coral, South R.O. PlantReference Contact: Sal NuzzoContact E-mail: snuzzo@capecoral.govContact Phone #: 239-574-0868

Rate your experience with the above referenced supplier. Use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the services. 2
2. Rate the competency and accessibility of the personnel performing the services. 2
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 2
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to perform work promptly or within the time specified, without delay. 2
7. Rate the accuracy, completeness and proper documentation of invoices. 1
8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 2
9. Rate the overall quality of performance of the Contractor. 2

Additional comments (optional):

Continuous billing and invoice errors

Reference Printed Name: Sal Nuzzo Title: Water Plant Operator
(Person completing survey) Class A License

Signature: [Signature] Date: 5-9-25
(Person completing survey)

*****THIS SECTION FOR CITY USE ONLY*****

Reference Verified by City Employee: _____ Date: _____



E-VERIFY COMPLIANCE VERIFICATION FORM

Solicitation No: 25-016

Solicitation Title: Sulfuric Acid 93% for Water Treatment Plant Operations

Bidder Name: Shrieve Chemical Company, LLC ("Contractor")

Contractor and any sub-contractors shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the resulting Contract/Purchase Order, if awarded. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) All persons employed by Contractor to perform duties within Florida during the term of the contract; and
- (b) All persons (including SUBCONTRACTORS/SUBVENDORS) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract/agreement is a condition of the contract with the City of Deerfield Beach.

By executing this form, I, Chris Burns, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Authorized Signature: [Signature] **Date:** 5/9/25
Print Name: Chris Burns **Title:** Marketing Director

STATE OF Florida

COUNTY OF Polk

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 9th day of May, 2025 (year) by Chris Burns (name of person making the statement) as Mktg Dir (title) of Shrieve Chem Co LLC (company name), on behalf of Shrieve Chem Co (company name), who ☒ is personally known to me or ☐ has provided _____ as identification.

NOTARY'S SEAL:



[Signature]
 NOTARY PUBLIC, STATE OF FLORIDA

Kate Hall
 (Name of Acknowledger Taped, Printed or Stamped)

HH 505201
 Commission Number

City of Deerfield Beach

ATTACHMENT "C", BACKGROUND CHECK AFFIDAVIT

RFP/RSQ No. 25-016STATE OF FLORIDA () SS.
COUNTY OF (Polk)

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of 18 and am a resident of the State of Florida.
2. I am the Marketing Director (title) of Shrieve Chemical Co, LLC and I certify that I have the authority to make the representations set forth within this Affidavit.
3. Shrieve Chemical Company, LLC intends to enter into a contract with the City of Deerfield Beach for Sulfuric Acid 93%, ITBC No. 25-016
4. The fulfillment of the Background Check as required per the terms and conditions of the Contract have been conducted through:
☒ The Florida Department of Law Enforcement's Computerized Criminal History (CCH) database (Level I)
☐ National Crime Information Center (NCIC) data base (Level II).
5. All criminal background checks must be conducted prior to any covered individual's initial access to City's property and, depending on the contract's term, on an annual basis thereafter.
6. I hereby certify that in accordance with requirements of Section 38-140 of the City of Deerfield Beach Code of Ordinances, background checks have been completed for all person employed by or under contract with the contractor, subcontractor, consultant or sub-consultant who is doing the work in or on city property and certify that no person who has been convicted or who has entered a plea of nolo contendere for any crime set forth within Section 38-140 shall perform work on city property. A list of such employees is set forth on page 3 of 3, attached hereto and made a part hereof.
7. I also certify that I shall maintain records of the criminal history checks for each person doing work on City property during the contract period and for one year thereafter and shall make such records available for inspection and verification by City.

City of Deerfield Beach

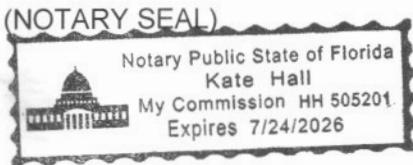
Executed this 9th day of May, 2025

By [Signature]
(Signature)

By Chris Burns, Marketing Director
(Printed Name and Title)

The foregoing was acknowledged before me this 9th day of May, 2025,
by Chris Burns who is personally known to me or who has produced
FL Drivers Lic. as identification and who did take an oath.

WITNESS my hand and official seal, this 9 day of May, 2025



[Signature]
(Signature of person taking acknowledgment)

Kate Hall
(Name of officer taking acknowledgment)

typed, printed or stamped

Notary
(Title or rank)

HH 505201
(Serial number, if any)

My commission expires:
07-24-2026

City of Deerfield Beach

**Background Check Affidavit
List of Employees**

RFP/RSQ No. 25-016

Name (First, Last)

All Shrieve Chemical Company employees
have had background checks completed,
but will not access City property

Result

Passed ☒ Failed ☐
Passed ☐ Failed ☐
Passed ☐ Failed ☐
Passed ☐ Failed ☐
Passed ☐ Failed ☐
Passed ☐ Failed ☐
Passed ☐ Failed ☐
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Note: Insert additional sheets if necessary.

ATTACHMENT D, PUBLIC ENTITY CRIMES

IFB No. 25-016

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

1. This sworn statement is submitted to City of Deerfield Beach by Chris Burns, Marketing Director
[print individual's name and title]
for Shrieve Chemical Company, LLC
[print name of Proposer's entity submitting sworn statement]

whose business address is: 1442 Lake Front Circle, Suite 500 The Woodlands, TX 77380
_____ and (if applicable)

its Federal Employer Identification Number (FEIN) is 74-1994881 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (a) I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime; or
- (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

ATTACHMENT C, PUBLIC ENTITY CRIMES

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

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

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

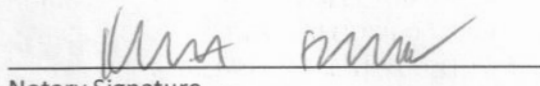
I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM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


Signature of Proposer

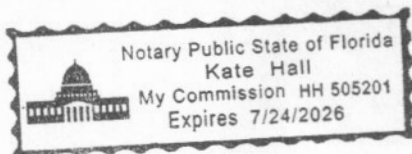
Sworn to and subscribed before me this 9th day of May, 20 25.

Personally known ☒ OR Produced identification ☐

Notary Public – State of Florida
My commission expires 07-24-2026


Notary Signature Kate Hall

Printed or stamped commission name of notary public)



Attachment E - Affidavit Attesting to Noncoercive Conduct for Labor or Services

Bidder name: Shrieve Chemical Company, LLC (Vendor)

Vendor FEIN: 74-1994881

Address: 1442 Lake Front Circle, Suite 500

City: The Woodlands State: TX Zip: 77380

Phone number: 281.367.4226 Email Address: cburns@shrieve.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

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

By:  _____
Authorized Signature

Printed Name and Title: Chris Burns, Marketing Director Date: 5/9/25

ATTACHMENT "F"
BYRD ANTI-LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

To be submitted with each bid or offer exceeding \$100,000.00

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Shrieve Chemical Company certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.* apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Chris Burns, Marketing Director

Name and Title of Contractor's Authorized Official

Date 5/9/25

Bidder Shrieve Chemical Company, LLC

ATTACHMENT G – MINIMUM QUALIFICATIONS AND REQUIREMENTS

The City deems certain documentation and information important in the determination of responsive and responsible and for the purpose of evaluating responses. Additional documents and information must be provided by the Bidder in response to specific requirements stated herein or within the ITB.

SECTION I MINIMUM QUALIFICATIONS

Bidder shall submit the information and/or documentation requested that confirms Bidder meets the minimum qualification. Failure to do so may result in the Bid being deemed non-responsive or non-responsible and not considered for award. As applicable, the City will verify the information provided.

1. Experience

Bidder must have been in the business of providing goods/services similar to those in this ITB for a minimum of two years.

Provide the following information for three client references who can verify Bidder has experience in providing the goods/services similar to those in this ITB and who are agreeable to responding to the City's inquiry regarding this minimum qualification.

Client Name City of Lakeland

Client contact name Thomas Johnston

Contact phone number 954.802.9143

Contact email address Thomas.Johnston@lakelandelectric.com

Client Name Indian River County

Client contact name Jennifer Hyde

Contact phone number 772.226.1575

Contact email address Jhyde@indianriver.gov

Client Name Collier County

Client contact name Gary Newcomer

Contact phone number 239.207.1636

Contact email address Gary.Newcomer@colliercountyfl.gov

2. Contract Performance

Bidder has not, within the prior five (5) years, had a history of non-performance.

Bidder Shrieve Chemical Company, LLC

☒ **By checking this box, Bidder affirms that it has not, within the prior five years, had a history of non-performance.**

3. City Contract Performance

Bidder, including any principal, officer, agent, or proposed subcontractor of Bidder, shall not have failed to perform faithfully on any previous contract with the City.

☒ **By checking this box, Bidder affirms that it has not failed to perform on any previous contract with the City.**

4. Equipment

Bidder must possess all equipment required for the provision of work.

Provide a list of the primary equipment to be utilized for the provision of goods/services in accordance with the requirements of this solicitation:

Third Party Carrier

5. Provide supporting documentation in the form of photographs of the equipment referenced above in Item 4.

☒ **By checking this box, Bidder confirms it has submitted photographs with its Bid.**

6. Convicted / Suspended / Discriminatory / Complaints Vendor Lists

In accordance with Florida Statute §287.017, Bidder shall not be on any of the following lists: Florida Department of Management Services Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, and Vendor Complaint List.

☒ **By checking this box, Bidder affirms it is not on the Florida Department of Management Services Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, nor Vendor Complaint List, and that no action or inaction has been taken by Bidder or its representatives to warrant inclusion on any of these lists.**

Bidder Shrieve Chemical Company, LLC**7. Prohibition Against Contracting with Scrutinized Companies**

In accordance with 287.135 (5), at the time Bidder submits a Bid for a contract or before the company enters into or renews a contract with the City for goods or services of \$1 million or more, is not on the Scrutinized Companies with Activities in Iran Petroleum Energy List, or engaged in business operations in Cuba or Syria.

☒ **By checking this box, Bidder affirms that it is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged in business operations in Cuba or Syria.**

8. Prohibition Against Contracting with Russian Companies

In accordance with City of Deerfield requirements and federal sanctions, Bidder shall not be listed on the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC): Russia-EO 14024 Sanctions List doing business with Russian companies; directing the divestment of investments in Russia and with Russian-related institutions, companies or entities, and individuals.

☒ **By checking this box, Bidder affirms that it is not listed on the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC): Russia-EO 14024 Sanctions List.**

9. Ethics Code Disclosure

In accordance with Section 2-505 Chapter 2, Article IX, known as the City of Deerfield Beach Ethics Code, Bidder shall not have any ethics code violations and must disclose and provide documentation for any of the items in a, b, or c that are applicable and attach to the response all necessary and relevant information and documentation as shown below:

- a. Include a listing of all campaign contributions to a sitting city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the applicant is a corporation, or partners if the applicant is a partnership, or members, whether generally or limited if it's a limited liability company.
- b. Disclose all those items that a regulated officer is required to disclose under Article IX, Ethics Code, concerning any conflict, whether actionable or non-actionable.
- c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation.

☐ **By checking this box, Bidder confirms it has made contributions and has uploaded in the "Response Attachments" tab in the eProcurement Marketplace all necessary and relevant information to include the following for all contributions:**

- (1) the name of the individual making the contribution,
- (2) name of the individual to whom the contribution was paid,
- (3) the title of the individual to whom the contribution was paid,
- (4) the amount of the contribution,
- (5) The date of the contribution.

Bidder Shrieve Chemical Company, LLC

☒ By checking this box, Bidder affirms that it has NOT made any campaign contributions as detailed above and therefore no information is submitted for this item.

☐ By checking this box, Bidder confirms it has submitted in the "Response Attachments" all necessary and relevant information to include disclosure concerning any conflict, whether actionable or non-actionable.

☒ By checking this box, Bidder affirms that it does NOT have any disclosures concerning any conflict and therefore no information is submitted for this item.

☐ By checking this box, Bidder confirms it has attached to its response all necessary and relevant information to include disclosure of any action that is a violation of this Article IX, Ethics Code and what was done to rectify the violation.

☒ By checking this box, Bidder affirms that it does NOT have any disclosures concerning any violation of Article IX, Ethics Code.

10. Registration with State

Bidder must be registered with the State of Florida, Division of Corporations, to do business in Florida prior to the Close Date and Time.

Provide Bidder's name and FEI/EIN number as shown on the State of Florida Division of Corporations www.sunbiz.org website. Shrieve Chemical Company, LLC; 74-1994881

11. Compliance with Florida Fictitious Name Statute

Any fictitious name or "doing business as" (dba) under which Bidder operates must be registered with the Florida Department of State, Division of Corporations, in compliance with Florida Fictitious Name Act, Florida Statute §865.09 which requires any person (which, by definition, includes an individual, as well as a business entity) to register their fictitious name or dba name with the Florida Department of State prior to conducting business in Florida.

Provide any fictitious name/dba name under which Bidder operates.

Not Applicable

☐ By checking this box, Bidder affirms it is in compliance with the Florida Fictitious Name Act, Florida Statute §865.09 and has registered any fictitious name/dba.

12. Convictions or Pleas

Bidder, its principals, and staff, employees, and subcontractors shall not have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime. Provide

Bidder Shrieve Chemical Company, LLC

details in Bidder's response of any such conviction or plea.

- ☒ **By checking this box, Bidder confirms it does NOT have such conviction or plea.**
☐ **By checking this box, Bidder confirms it has such conviction or plea. If so, provide a brief summary of the conviction or plea.**

13. Conflicts of Interest

Bidder, including any principal, officer, agent, or proposed subcontractor, shall not have a record of any conflicts of interest that have not been waived by the City Commission. Bidder affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. Bidders must disclose if any City of Deerfield Beach officer, employee, or attorney is also an owner, or employee of their business.

- ☒ **By checking this box, Bidder affirms that it does not have a record of conflicts of interest, as defined in Florida Statutes, that have not been waived.**
☐ **By checking this box, Bidder confirms it has identified a potential conflict of interests. Provide the City officer(s), employee or attorney(s)'s names(s) and position(s) and provide a brief summary of the details.**

14. Arrears or Default

Bidder, including any principal, officer, agent, or proposed subcontractor of Bidder, shall not be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise). The City will confirm compliance.

- ☒ **By checking this box, Bidder affirms that it is not in arrears or default of any debt or contract involving the City.**

15. Judgements, Lawsuits Criminal Activities

Bidder, including any principal, officer, agent, or proposed subcontractor, shall have no record of judgments, pending lawsuits against the City, or criminal activities involving moral turpitude.

- ☒ **By checking this box, Bidder affirms it has no record of judgements, pending lawsuits against the City, or criminal activities involving moral turpitude.**

Bidder Shrieve Chemical Company, LLC

☐ By checking this box, Bidder affirms that it has a record of judgements, pending lawsuits, or criminal activities and has provided details of any such record in its Bid response.

SECTION II REQUIREMENTS

Bidder shall submit the information and/or documentation requested below. Failure to do so may result in the Bid response being deemed non-responsible or non-responsive and not considered for award. As applicable, the City will verify the information provided.

1. Non-Collusive Affirmation

Entity submitting this Bid affirms:

- (1) Entity is an authorized Owner, Partner, Officer, Representative, or Agent of the business submitting a Bid response to this solicitation;
- (2) Entity is fully informed respecting the preparation and contents of the Bid response and of all pertinent circumstances respecting such response;
- (3) Such response is genuine and is not a collusive or sham response;
- (5) Neither the business submitting the Bid response nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmant.

Full Legal Name of the entity submitting this Bid response on behalf of Bidder.

Shrieve Chemical Company, LLC

☒ By checking this box, I affirm that all of the above in Non-Collusive Affirmation, Items 1, 2, 3, 4, and 5 are true.

2. Drug-Free Workplace Programs

Whenever two or more Bids that are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Bid, or received from a business that certifies that it has implemented a drug-free workplace program as defined in Florida Statute 287.087 shall be given preference in the award process.

☒ **By checking this box, Bidder affirms it has a drug-free workplace program in accordance with Florida Statute 287.087.**

☐ **By checking this box, Bidder affirms it DOES NOT have a drug-free workplace program in accordance with Florida Statute 287.087.**

3. Local Vendor Affirmation

Bidder affirms it meets the requirements for "local Business Preference and has:

- (a) Been in business at least one year (12 months) prior to the release date of the solicitation.
- (b) Has a valid local business tax receipt issued by the City.
- (c) Has a physical address located in the City limits of Deerfield Beach from which its business is conducted.

☒ **By checking this box, Bidder affirms it is NOT a local business as defined above.**

☐ **By checking this box, Bidder affirms it is a local business and has attached its City of Deerfield Beach business tax receipt in the "Response Attachments" for its Bid response.**

4. Financial Statements

The City may request from Bidders their financial audits and statements for the past two (2) reporting years (Income Statements and Balance Sheets) in accordance with Florida Statute §119.07(1) and s. 24(a), Art. I of the State Constitution.

☒ **By checking this box, Bidder affirms it will provide such additional financial information if requested by the City.**

5. Litigation, Arbitration, Claims

Bidder shall not be involved in current, pending or past litigation or arbitration over the last five years, which, in the opinion of the City, is likely to have a material negative impact on their ability to provide the required goods/services.

☒ **By checking this box, Bidder claims it HAS NOT been involved in litigation, arbitration, or claims with the past five years that will have a material negative impact on its ability to provide the required goods/services.**

Bidder Shrieve Chemical Company, LLC

☐ By checking this box, Bidder claims it has been involved in litigation, arbitration, or claims with the past five years that may have a material negative impact on its ability to provide the required goods/services. Include a brief explanation below of the circumstances.

[END]



Shrieve Chemical Company

1442 Lake Front Circle, Suite 500
The Woodlands, Texas 77380

800-367-4226
Fax: 281-367-0071

May 12, 2025

Re: ITB No 25-016 Sulfuric Acid 93% for Water Treatment Plant Operations – **(minimum qualifications)**

Shrieve Chemical Company, LLC has no additional data to add for ‘minimum qualifications’.

Regards,

Chris Burns

Chris Burns
Marketing Director

Shrieve Chemical Company, LLC SE Region
2301 Cypress Gardens Blvd. Winter Haven, FL 33884
P 800.367.4226 F 281.367.0071

Bidder Shrieve Chemical Company, LLC

ATTACHMENT H - BIDDER QUESTIONNAIRE

This Bidder Questionnaire is not inclusive of all the information that may be necessary to properly evaluate the Bid response and confirm the Bidder has the capacity and capability to meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the Bidder in response to specific requirements stated herein or within the ITB. If requested by the City, additional documents and information must be provided by Bidder.

1. **Bidder's Legal Name**

Provide the legal contracting name of Bidder including any dba.

Shrieve Chemical Company, LLC

2. **Executive Leadership**

Provide a list of officers, principals, owners, partners, or managers of the Bidder's company. Include names, phone numbers, and email addresses.

Jason VanVleet - CEO/CFO ; 281.367.4226;jvanvleet@shrieve.com

Ted Threadgill - President; 281.367.4226; tthreadgill@shrieve.com

Craig Utterson - Vice President; 281.367.4226; cutterson@shrieve.com

3. **Previous Company Names**

Provide any former business name(s) Bidder or principals of Bidder's firm, holding at least 30% interest in Bidder's company, operated under.

Not Applicable

4. **Organization**

Provide the state of organization or incorporation for Bidder.

Texas

5. **Type of Organization**

Provide the type of organization of Bidder's company (e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, S Corporation, Corporation).

Limited Liability Corporation

Bidder Shrieve Chemical Company, LLC**6. Contact Info**

Provide Bidder's Contact Information

- a. Address 1442 Lake Front Circle, Suite 500
- b. City, State, Zip The Woodlands, TX 77380
- c. Phone 281.367.4226
- d. Number of years at this location 15
- e. Contact Email cburns@shrieve.com

7. ExperienceProvide the number of years Bidder has provided construction services to government entities. 44**8. Subcontractors**

Provide a list of all subcontractors proposed for the project to include the following:

- 1. Subcontractor Name
- 2. City, State, Zip
- 3. Type of work to be assigned

Not Applicable - Third Party Carrier onlyKCI Trucking - Mulberry, FLFlorida Rock and Tank Lines - Jacksonville, FLC&S Logistics - Bartow, FL**9. Proposed Key Staff**

Provide a list that includes the following information of Bidder's key staff (e.g., project lead, manager, supervisor) to be assigned to the project:

- a. Full name Chris Burns
Proposed role Sales Contact Years of experience in this type of work 16
- b. Full name Wanda Stewart
Proposed role Cust Service Rep Years of experience in this type of work 20
- c. Full name Quinton Lovings
Proposed role Cust Service Rep Years of experience in this type of work 10

Bidder Shrieve Chemical Company, LLC**10. History and Past Performance**

Provide a list of customer references for whom Bidder has provided similar goods/services as those in this ITB in the past five years, particularly for government entities, who are agreeable to responding to an inquiry by the City. Include the following information:

- a. Customer Name Indian River County
- b. Address (City/State) 1800 27th St Vero Beach, FL 32960
- c. Contact name Jennifer Hyde
- d. Contact email address jhyde@indianriver.gov
- e. Start/End Dates 2023 - present
- f. Type of work (Brief description 1-2 sentences) 93% sulfuric acid supply

- a. Customer name City of Lakeland
- b. Address (City/State) 3030 Lake Parker Dr Lakeland, FL 33805
- c. Contact name Thomas Johnston
- d. Contact email address Thomas.Johnston@lakelandelectric.com
- e. Start/End Dates 2022 - Present
- f. Type of work (Brief description 1-2 sentences) 93% sulfuric acid supply

- a. Customer name Collier County
- b. Address (City/State) 3299 Tamiami Trail Naples, FL 34112
- c. Contact name Gary Newcomer
- d. Contact email address gary.newcomer@colliercountyfl.gov
- e. Start/End Dates 2022 - present
- f. Type of work (Brief description 1-2 sentences) 93% sulfuric acid supply

Bidder Shrieve Chemical Company, LLC

- a. Customer name Orlando Utilities
- b. Address (City/State) 100 W Anderson St. Orlando, FL 32801
- c. Contact name Maria Cabreja
- d. Contact email MCabrejaDeLaVega@ouc.com
- e. Start/End Dates 2023 - present
- f. Type of work (Brief description 1-2 sentences) 93% sulfuric acid supply

- a. Customer name Jacksonville Electric Authority
- b. Address (City/State) 225 N Pearl St Jacksonville, FL 32202
- c. Contact name Victoria Holloway
- d. Contact email hollvl@jea.com
- e. Start/End Dates 2023 - present
- f. Type of work (Brief description 1-2 sentences) 93% sulfuric acid supply

11. Contract Termination

☒ By checking this box Bidder is attesting it has not had a contract terminated in the past three years prior to completion of the work.

☐ By checking this box, Bidder is attesting it has had a contract terminated in the past three years prior to completion of work. If yes, explain circumstances regarding early termination:

12. Addenda

Bidder must acknowledge receipt of all addenda to this solicitation issued by the City.
Bidder affirms receipt of the following Addenda:

Bidder Shrieve Chemical Company, LLC

Bidder affirms receipt of the following Addenda. No Addenda



Signature of authorized official of Bidder

Marketing Director

Title of authorized official

5/12/25

Date

[END]



ATTACHMENT I, BID SIGNATURE FORM

Solicitation Number: 25-016

The undersigned represents that by signing this Bid Signature Form that the Bidder agrees to the terms and conditions in this ITB in its entirety, which incorporates all addenda, appendices, exhibits, and attachments, and is prepared to sign the Contract, of which an example is incorporated into this ITB. The Bidder understands that if it submits exceptions to the terms and conditions of the ITB in its Bid, the Bidder may be determined non-responsive and its Bid not considered for award.


All questions, clarifications, or requested exclusions or changes to the terms and conditions must be submitted via the City's eProcurement Marketplace during the Question and Clarification period stated in the ITB. Any changes or modifications to the ITB terms and conditions will be incorporated via an addendum.

Name of Bidder: Shrieve Chemical Company, LLC

Street Address: 1442 Lake Front Circle, Suite 500

City/State/Zip: The Woodlands, TX 77380

Total Bid Price: \$ 4,055,999.40

Signature: 
(Authorized officer)

Date: 5/9/25

Printed Name: Chris Burns

Title: Marketing Director

Return this fully executed form with your Response.



Shrieve Chemical Company

1442 Lake Front Circle, Suite 500
The Woodlands, Texas 77380

800-367-4226
Fax: 281-367-0071

Friday, May 9, 2025

Re: No. ITB 25-016 Sulfuric Acid 93% for Water Treatment Plant Operations - **Experience**

Shrieve Chemical Company, LLC was founded in 1978. We have been in the sulfuric acid supply business since 1980 and have supplied the Deerfield Beach Coop for many years in the past. We have long-term relationships with our producing partners and our carriers. Although we are always price competitive, the cornerstone of our business is assurance of supply.

You will have local sales presence with Chris Burns who is located in Central Florida. Chris has been with Shrieve Chemical operating in the same capacity for 16 years. In addition, our customer service team sits in The Woodlands, TX. Wanda Stewart will be your primary contact. Wanda has been with Shrieve for 4 years and has over 20 years of experience in the business. Wanda has a team to back her up when she is out of the office as well. We have an after hours number and we can respond to any need 24 hours per day, 7 days a week.

Please feel free to reach out should you have questions or need clarification.

Thank you,

Chris Burns

Chris Burns
Marketing Director

Shrieve Chemical Company, LLC SE Region
2301 Cypress Gardens Blvd. Winter Haven, FL 33884
P 800.367.4226 F 281.367.0071



Safety Data Sheet

Sulfuric Acid, 93 - 98%

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1 Product Identifier

Trade Name: Sulfuric Acid, 93 - 98%

Revision Date: 10/17/24

Created Date: 10/17/24

1.2 Relevant identified uses of the substance or mixture and uses advised against

Product Description: For industrial use.

Intended Use: fertilizers; other acids; glue; purification of petroleum; pickling of metal; lead-acid batteries (used in most vehicles).

1.3 Details of the supplier of the safety data sheet

Shrieve Chemical Company

1442 Lake Front Cir Ste 500

The Woodlands, TX 77380-3634 US

phone: (800) 367-4226 Customer Service

e-mail: cust-serv@shrieve.com

website:

1.4 Emergency telephone number

CHEMTREC: (800) 424-9300 (USA)

+1-703-741-5970 (International)

Poison Control: (800) 222-1222 (USA)

Additional Information

Poison Control: (800) 222-1222 (USA)

SECTION 2: Hazards Identification

2.1 Classification of the substance or mixture

This material is hazardous in accordance with OSHA HazCom 2012, 29 CFR 1910.1200.

Corrosive to Metals; Category 1

Skin Corrosion; Category 1A

Serious Eye Damage; Category 1

2.2 Label elements



Signal Word Danger

Hazard Statements

H290-May be corrosive to metals

H314-Causes severe skin burns and eye damage.

Precautionary Statements

Prevention

P280-Wear protective gloves/protective clothing/eye protection/face protection.

P234-Keep only in original container.

P260-Do not breathe dust/fume/gas/mist/vapors/spray.

P264-Wash skin thoroughly after handling.

P273-Avoid release to the environment.

Trade Name: Sulfuric Acid, 93 - 98%

Page 1 of 10

SDSID: SDS0491

Revision Date: 10/17/24



Safety Data Sheet

Sulfuric Acid, 93 - 98%

Response

P301+P310-IF SWALLOWED: Immediately call a POISON CENTER or doctor.

P301+P330+P331-IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.

P303+P361+P353-IF ON SKIN (or hair): Remove immediately all contaminated clothing. Rinse skin/hair with water.

P304+P340-IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.

P305+P351+P338-IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P315-Get immediate medical attention.

P363-Wash contaminated clothing before reuse.

P390-Absorb spillage to prevent material damage.

Storage

P403+P233-Store in a well-ventilated place. Keep container tightly closed.

P406-Store in corrosive resistant container with a resistant inner liner.

P405-Store locked up.

Disposal

P501-Dispose of contents/container to a licensed contractor in accordance with local, state and federal regulations.

2.3 Other hazards

Mixture with incompatible materials should be avoided unless all potential risks identified and mitigated. See section 10.

2.4 Unknown Acute Toxicity (US)

Not applicable.

SECTION 3: Composition / information on ingredient(s)

Chemical Name	CAS Number	EC #	Concentration % by Weight
Sulfuric Acid	7664-93-9		93 - 100

SECTION 4: First aid measures

4.1 Description of first aid measures

General notes

This product is hazardous. Seek immediate medical attention. Provide SDS or label information to healthcare provider.

After inhalation

This product is corrosive. If product mist or vapor causes respiratory irritation or distress, move exposed person to fresh air immediately. For those providing assistance, avoid exposure to yourself or others. Use adequate respiratory protection. If breathing is difficult or irregular, administer oxygen. If breathing stops, start artificial respiration preferably by trained personnel with a medical device or use mouth-to-mouth resuscitation. If unconscious, maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband. If respiratory irritation, dizziness, nausea, or unconsciousness occurs, get immediate medical assistance.

After skin contact

This product is corrosive. Use safety shower immediately. Flush skin with water while removing contaminated clothing for at least 15 minutes. Ask supervisor if clothing can be washed or if it needs to be disposed of as hazardous waste. If it can be cleaned, then wash contaminated clothing and shoes separately. If cut (open injury) and material is introduced, individual should seek medical evaluation. Get medical attention immediately.



Safety Data Sheet

Sulfuric Acid, 93 - 98%

After eye contact

This product is corrosive. Immediately flush eyes with large amounts of water for at least 15 minutes, occasionally lifting the upper and lower lids. Remove contact lenses if present and easy to do and continue rinsing. Seek medical attention immediately (preferably from an ophthalmologist).

After ingestion

This product is corrosive. Do not induce vomiting unless directed to do so by medical personnel. If vomiting occurs, the head should be kept lower than the waist so that vomit does not enter the lungs. Remove dentures if present. If suggested by medical, you can rinse mouth thoroughly with water and give up to 2 cups of water to drink if the exposed person is conscious, alert, able to swallow and not experiencing breathing difficulty. Never give anything by mouth to an unconscious or convulsing person. Do not leave the exposed person unattended. Seek immediate medical attention. Follow medical advice.

Self-protection of the first aider

First aid responders should pay attention to self-protection and use the recommended protective clothing (chemical resistant gloves, splash protection). If potential for exposure exists refer to Section 8 for specific personal protective equipment.

4.2 Most important symptoms and effects, both acute and delayed

Aside from the information found under Section 4.1 (above) and Section 4.3 (below), any additional important symptoms and effects are described in Section 2.2 and 11.

4.3 Indication of any immediate medical attention and special treatment needed

Notes to physician: Chemical eye burns may require extended irrigation. Obtain prompt consultation, preferably from an ophthalmologist. If burn is present, treat as any thermal burn, after decontamination. Due to irritant properties, swallowing may result in burns/ulceration of mouth, stomach and lower gastrointestinal tract with subsequent stricture. Aspiration of vomitus may cause lung injury. Suggest endotracheal/esophageal control if lavage is done. No specific antidote. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient.

SECTION 5: Firefighting measures

5.1 Extinguishing media

Suitable extinguishing media

Use an extinguishing agent suitable for the surrounding fire. Use dry powder or carbon dioxide (CO₂) to extinguish flames. ABC powder fire extinguishers are suitable.

Unsuitable extinguishing media

Do NOT use water. Use water spray only to keep fire-exposed containers cool and to suppress gases/vapors/mists.

5.2 Special hazards arising from the substance or mixture

Not combustible. During a fire, smoke contains toxic fumes which may be toxic and/or irritating. In a fire or if heated, a pressure increase will occur and the container may burst.

5.3 Advice for firefighters

Do not breathe fumes. Evacuate area. Firefighters should wear appropriate protective equipment and self contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode if near danger area. Prevent fire extinguishing water from contaminating surface water or the ground water system.

Additional Information

Note: Sulfuric acid is incompatible with several materials and can release toxic fumes. See section 10 for more information.

SECTION 6: Accidental release measures

6.1 Personal precautions, protective equipment and emergency procedures

SMALL SPILLS: Do not clean up without proper training and PPE.

LARGE SPILLS: Full body suit of chemical resistant and full face mask is recommended.

6.2 Environmental precautions

LAND SPILL: Stop leak if you can do it without risk. Recover by pumping or with suitable absorbent. Prevent contamination of the soil. Advise authorities if spillage has entered soil.

WATER SPILL: Stop leak if you can do it without risk. Prevent contamination of water. Prevent material from entering drains or



Safety Data Sheet

Sulfuric Acid, 93 - 98%

watercourses using dry sand, earth or other appropriate barriers. Do not flush into surface water or sanitary sewer system. Advise authorities as necessary if spillage has entered water course or sewage system.

NOTE: Local regulations may prescribe or limit action to be taken. Water spill and land spill recommendations are based on the most likely spill scenario for this material; however, geographic conditions, wind, temperature, (and in the case of a water spill) wave and current direction and speed may greatly influence the appropriate action to be taken. For this reason, local experts should be consulted.

6.3 Methods and material for containment and cleaning up

SMALL SPILL: Absorb with inert absorbent material (e.g. dry sand, earth, vermiculite, or other similar material), place into containers, label, and properly dispose of. Clean surface thoroughly to remove residual contamination.

LARGE SPILL: Stop the flow of material, if this is without risk. Dike far ahead of liquid spill for later recovery and disposal. Absorb with inert absorbent material (e.g. dry sand, earth, vermiculite, or other similar material), place into containers, label, and properly dispose of. Flush area with water.

6.4 Reference to other sections

See Section 2 for the hazard identification. See Section 4 for first aid advice. See Section 5 for firefighting information. See Section 8 for advice on the minimum requirements for personal protective equipment. Additional protective measures may be necessary, depending on the specific circumstances and/or the expert judgment of the emergency responders. See Section 12 for ecological information. See Section 13 for disposal consideration.

Additional Information

NOTE: In the event of a spill or accidental release, notify relevant local authorities in accordance with all applicable regulations. The reportable quantity for sulfuric acid is 1000 lbs. You may contact The National Response Center (800) 424-8802 if spill occurs. Only trained and properly protected personnel must be involved in clean-up operations. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Avoid breathing vapor. Wear appropriate protective equipment and clothing during clean-up. Ensure adequate ventilation.

SECTION 7: Handling and storage

7.1 Precautions for safe handling

Handle in accordance with good industrial hygiene and safety practices. Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Remove protective clothing and protective equipment before entering eating areas. Workers should wash hands and face before eating, drinking and smoking.

7.2 Conditions for safe storage, including any incompatibilities

Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well ventilated area. Keep away from incompatible materials. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Store away from oxidizing materials.

7.3 Incompatibilities/Specific end uses(s)

Incompatibilities None known.

Specific end use(s) None known.

Additional Information

See Section 8 for additional information on hygiene measures. See Section 10 for incompatible materials.

SECTION 8: Exposure controls/personal protection

8.1 Control parameters

Sulfuric Acid (7664-93-9)

OSHA PEL	TWA	1 mg/m ³ ,	8 hours
ACGIH TLV	TWA	0.2 mg/m ³ ,	8 hours
NIOSH	REL-TWA	1 mg/m ³ ,	10 hours
CAL/OSHA	PEL-TWA	0.1 mg/m ³ ,	8 hours
CAL/OSHA	PEL-STEL	3 mg/m ³ ,	8 hours



Safety Data Sheet

Sulfuric Acid, 93 - 98%

8.2 Engineering Controls/Exposure Controls

Engineering controls

Ensure that eyewash stations and safety showers are close to the workstation location. Process enclosure, local exhaust ventilation, personal protective equipment.

Environmental exposure controls

Comply with applicable environmental regulations limiting discharge to air, water and soil. Protect the environment by applying appropriate control measures to prevent or limit emissions. See section section 6 on how to handle spills.

8.3 Protective Measures

Eye/face protection

Wear chemical goggles. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166(EU).

Hand protection

Use gloves chemically resistant to this material.

NOTE:

Glove suitability and breakthrough time will differ depending on the specific use conditions. Inspect and replace worn or damaged gloves. Use proper glove removal technique (remove without touching glove's outer surface) to avoid skin contact. Dispose of contaminated gloves after use in accordance with applicable laws and good laboratory practices. Wash and dry hands.

Other Skin protection

In accordance with good industrial hygiene practices, precautions should be taken to avoid skin contact. Use protective clothing chemically resistant to this material. Selection of specific items such as face shield, boots, apron, or full body suit will depend on the task.

Other protection

Personal protective equipment selections vary based on potential exposure conditions such as applications, handling practices, concentration and ventilation. Information on the selection of protective equipment for use with this material, as provided below, is based upon intended, normal usage.

Respiratory protection

No respiratory protection is required under normal conditions. If engineering controls do not maintain airborne contaminant concentrations at a level which is adequate to protect worker's health, an approved respirator may be appropriate. Respirator selection, use, and maintenance must be in accordance with regulatory requirements, if applicable. Types of respirators to be considered for this material include: Particulate filter.

General hygiene consideration

Always observe good personal hygiene measures and safety practices. Wash after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants. Discard contaminated clothing and footwear that cannot be cleaned.

Thermal hazards

None known.

Additional Information

NOTE: Contact the Personal Protective Equipment manufacturer for specific information, advice, and selection about their products.

SECTION 9: Physical and chemical properties

9.1 Information on basic physical and chemical properties

Property	Value
Appearance	Oily liquid.
Autoignition Temperature	No information available.
Boiling Point	290°C (554°F).
Colors	Colorless to dark brown (purity dependent).
Decomposition Temperature	No information available.
Density	1.84 g/ml at 25°C (77°F).
Evaporation Rate	No information available.
Flash Point	Not applicable.
Melting/Freezing Point	3°C (37°F).



Safety Data Sheet

Sulfuric Acid, 93 - 98%

Odor	Odorless.
Vapor Density	3.39 (Air=1).
Vapor Pressure	1.33 hPa at 145.8°C (294.4°F).
Water Solubility- Qualitative	Soluble.
pH Value	1.2 at 5g/l.

9.2 Other information

None known.

Additional Information

NOTE: Physical and chemical properties are provided for safety, health and environmental considerations only and may not fully represent product specifications. Contact the supplier for additional information.

SECTION 10: Stability and Reactivity

10.1 Reactivity

See sub-sections below.

10.2 Chemical stability

No information available.

10.3 Possibility of hazardous reactions

Under normal conditions of storage and use, hazardous reactions will not occur.

10.4 Conditions to avoid

Contact with excessive heat, fire, and metals. Avoid direct sunlight and water.

10.5 Incompatible materials

Contact with acid with organic materials (such as chlorates, carbides, fulminates, and picrates) may cause fires and explosions. Contact of acid with metals may form toxic sulfur dioxide fumes and flammable hydrogen gas. Contact with water.

10.6 Hazardous decomposition products

Toxic gases and vapors (such as sulfuric acid fume, sulfur dioxide, and carbon monoxide) may be released when sulfuric acid decomposes.

SECTION 11: Toxicological information

11.1 Information on toxicological effects

Source

Skin contact

This product is corrosive.

Eye contact

This product is corrosive.

Inhalation

Excessive exposure may cause irritation to upper respiratory tract (nose and throat) and lungs.

Ingestion

Swallowing may result in burns of the mouth and throat. Swallowing may result in gastrointestinal irritation or ulceration. May cause nausea and vomiting. May cause abdominal discomfort or diarrhea.

Symptoms related to characteristics

None known.

Acute effects

No relevant data found.

Chronic effects

No relevant data found.

Numerical measures of Toxicity

Sulfuric acid (7664-93-9)

LC50	RAT	INHALATION	510 mg/m3;	2 hours.
LD50	RAT	ORAL	2,140 mg/kg.	



Safety Data Sheet

Sulfuric Acid, 93 - 98%

Skin corrosion/irritation

This product is corrosive. Brief contact may cause skin burns; symptoms may include pain, severe local redness, and tissue damage. Prolonged contact may cause serious skin burns; symptoms may include pain, severe local redness, swelling, and tissue damage.

Serious eye damage/eye irritation

This product is corrosive. May cause severe corneal injury which may result in permanent impairment of vision, even blindness. Chemical burns will occur.

Respiratory sensitization

No relevant data found.

Skin sensitization

Did not cause allergic skin reactions when tested in guinea pigs.

Carcinogenicity

Did not cause cancer in laboratory animals.

Germ cell mutagenicity

In vitro genetic toxicity studies were negative in some cases and positive in other cases. Animal genetic toxicity studies were predominantly negative.

Reproductive toxicity

For similar material(s): In animal studies, did not interfere with reproduction or fertility. Has been toxic to the fetus in laboratory animal tests.

Specific target organ toxicity - single exposure

Material is corrosive. Material is not classified as a respiratory irritant; however, upper respiratory tract irritation or corrosivity may be expected.

Specific target organ toxicity - repeated exposure

This product is corrosive.

Aspiration hazard

This product is not an aspiration hazard.

Additional Information

Toxicological information appears in this section when such data is available.

SECTION 12: Ecological information

12.1 Toxicity

12.1 Numerical measures of Toxicity

Material is very highly toxic to aquatic organisms on an acute basis (LC50/EC50 <0.1 mg/L in the most sensitive species).

None known.	
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12.2 Persistence and degradability

No relevant data found.

12.3 Bioaccumulative potential

Bioconcentration potential is low (BCF < 100 or Log Kow < 3).

12.4 Mobility in soil

No relevant data found.

12.5 Results of PBT and vPvB assessment

No relevant data found.

12.6 Other adverse effects

None known.

12.7 Additional Information

The information given is based on data available for the material, the components of the material, and similar materials.

SECTION 13: Disposal considerations

13.1 Waste treatment methods

Trade Name:	Sulfuric Acid, 93 - 98%
SDSID:	SDS0491

Page 7 of 10

Revision Date: 10/17/24



Safety Data Sheet

Sulfuric Acid, 93 - 98%

Handling for disposal

All disposal practices must be in compliance with all federal, state/provincial and local laws and regulations, and material characteristics at time of disposal. Regulations may vary in different locations. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator.

Methods of disposal

Contact your local licensed disposal company.

Contaminated packaging

Dispose of contaminated packaging by following company instructions, local and state regulations, and contact your local licensed disposal company. Empty Container Warning (where applicable): Empty containers may contain residue. Do not attempt to refill or clean containers without proper instruction/approval. Empty drums should be completely drained and safely stored until appropriately reconditioned or disposed. Empty containers should be taken for recycling, recovery, or disposal through suitably qualified or licensed contractor and in accordance with governmental regulations.

SECTION 14: Transport Information

D.O.T/ADR/RID - Ground transportation

14.1 UN number	UN1830
14.2 UN proper shipping name	UN1830, Sulfuric acid with more than 51 percent acid, 8, PGII
14.3 Transport hazard class(es)	8
14.4 Packing group	II

14.5 Environmental hazards

None known.

14.6. Special precautions for user

CERCLA RQ: 1000 lbs.

14.7. Transport in bulk according to Annex II of Marpol112 and the IBC Code

Not applicable.

SECTION 15: Regulatory information

15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture



Safety Data Sheet

Sulfuric Acid, 93 - 98%

Country or region	Inventory List	Listed or Exempt (yes/no)
Canada	Canada - Domestic Substance List (Canada DSL)	Yes
China	China - Inventory of Existing Chemical Substances (IECSC)	Yes
European Union	European Union - European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Japan	Japan - Existing and New Chemical Substances (ENCS)	Yes
South Korea	Korea - Existing Chemicals Inventory (KECI/KECL) - Annex 1	Yes
Mexico	Mexico - National Inventory of Chemical Substances (INSQ)	Yes
New Zealand	New Zealand - Inventory of Chemicals (NZIoC)	Yes
Philippines	Philippines - Inventory of Chemicals and Chemical Substances (PICCS)	Yes
Thailand	Thailand - FDA Existing Chemicals Inventory (TECI)	Yes
Taiwan	Taiwan - Taiwan Chemical Substance Inventory (TCSI)	Yes
United States of America	United States - Toxic Substance Control Act (TSCA)	Yes
Vietnam	Vietnam - National Chemicals Inventory (NCI) (DRAFT)	Yes

15.2 Chemical Safety Assessment

None known.

Additional Information

OSHA HAZARD COMMUNICATION STANDARD: This material is considered hazardous in accordance with OSHA HazCom 2012, 29 CFR 1910.1200.

California Prop. 65 Statement: This product does not require a warning under California Prop. 65.

CERCLA RQ: 1,000 lbs.

SARA (302): Chemicals in this material are subject to the reporting requirements.

SARA (304): Chemicals in this material are subject to the reporting requirements.

SARA (311/312): Chemicals in this material are subject to the reporting requirements.

SARA (313): Chemicals in this material are not subject to the reporting requirements.

SECTION 16: Other Information

Specific Hazard W - Reacts with water.

HMIS Ratings

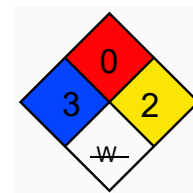
HEALTH	3
FLAMMABILITY	0
PHYSICAL HAZARD	3
PERSONAL PROTECTION	

3 - Extreme danger.

0 - Will not burn.

3 - May form explosive mixtures with water and are capable of self-reaction or decomposition.

NFPA



Revision Date: 10/17/24



Safety Data Sheet

Sulfuric Acid, 93 - 98%

Company disclaimer: The information and recommendations contained herein are, to the best of the company's knowledge and belief, accurate and reliable as of the date issued. You may contact us to ensure that this document is the most current available. The information and recommendations are offered for the user's consideration and examination. It is the user's responsibility to satisfy itself that the product is suitable for the intended use. Since the information contained herein may be applied under conditions beyond our control and with which we may be unfamiliar and since data made available after the date hereof may suggest modification of the information, we do not assume any responsibility for the result of its use. This information is furnished upon condition that the person receiving it shall make their own determination of the suitability of the material for their particular purpose. If buyer repackages this product, it is the user's responsibility to ensure proper health, safety, and other necessary information is included with and/or on the container. Appropriate warnings and safe-handling procedures should be provided to handlers and users. Alteration of this document is strictly prohibited. Except to the extent required by law, republication, or retransmission of this document, in whole or in part, is not permitted.



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EVALUATION REPORT

Send To: 00960
Mr. Gustavo Navar
The Mosaic Company
13830 Circa Crossing Drive
Lithia, FL 33547


Facility: 00966
The Mosaic Company
8813 Highway 41 South
Riverview FL 33578
United States

Result	PASS	Report Date	04-MAR-2025
Customer Name	The Mosaic Company		
Tested To	NSF/ANSI/CAN 60		
Description	Sulfuric Acid Liquid		
Trade Designation	Sulfuric Acid		
Test Type	Annual Collection		
Job Number	A-00506840		
Project Number	W0945546		
Project Manager	Danielle Molnar		

This report documents the testing of the referenced product to the requirements of NSF/ANSI/CAN Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI/CAN Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization 
Scott E. Randall - Senior Manager Commercial Water

Date 04-MAR-2025



General Information

Standard: NSF/ANSI/CAN 60
Chemical Name: Sulfuric acid
Maximum Use Level: 50 mg/L
Monitor Code: C
Physical Description of Sample: Liquid
Tested DCC Number: DA04943
Trade Designation/Model Number: Sulfuric Acid

Sample Id: S-0002191603
Description: Sulfuric Acid | Liquid
Sampled Date: 25-Feb-2025
Received Date: 11-Feb-2025

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0030	Date exposure completed	25-FEB-2025
Preparation method used	D	Final volume of solution	0.25 L
MUL	50 mg/L	Mass of material used	4179 mg
Compound Reference Key:	SPAC		

Normalization Calculation:

Normalized Result = Test Result (ug/L) * NF Where NF = MUL (mg/L) * $\frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$

- MUL = Maximum Use Level;
- Mass of Material Used = The mass of sample analyzed in the laboratory;
- Final Volume of Solution = The volume of water used to dilute the sample;
- An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab							
Metals II in water by ICPMS (Ref: EPA 200.8)							
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	1	Pass
Barium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.0006)	0.5	Pass
Chromium	ug/L	3	ND(1)	3	0.008		
Copper	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	130	Pass
Manganese	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	12	Pass
Mercury	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.0006)	0.2	Pass
Lead	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.5	Pass
Antimony	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.6	Pass
Selenium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	5	Pass
Thallium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.0006)	0.2	Pass
Aluminum	ug/L	ND(10)	ND(10)	ND(10)	ND(0.030)	290	Pass
Volatile Organic Compounds (Ref: EPA 524.2)							
Dichlorodifluoromethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.3	Pass
Chloromethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	3	Pass
Vinyl Chloride	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.2	Pass

Sample Id: **S-0002191603**

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab (Continued)							
Bromomethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	1	Pass
Chloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	40	Pass
Trichlorofluoromethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	50	Pass
Trichlorotrifluoroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.3	Pass
Methylene Chloride	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	10	Pass
1,1-Dichloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.3	Pass
2,2-Dichloropropane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.3	Pass
cis-1,2-Dichloroethylene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	7	Pass
Chloroform	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	[TTHM]	
Bromochloromethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	9	Pass
1,1,1-Trichloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	20	Pass
1,1-Dichloropropene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
Carbon Tetrachloride	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.5	Pass
1,2-Dichloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.5	Pass
Trichloroethylene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.5	Pass
Bromodichloromethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	[TTHM]	
Dibromomethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
cis-1,3-Dichloropropene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
1,3-Dichloropropane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	10	Pass
Tetrachloroethylene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.5	Pass
Chlorodibromomethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	[TTHM]	
Chlorobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	1	Pass
Bromoform	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	4	Pass
1,3-Dichlorobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	60	Pass
Carbon Disulfide	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	8000	Pass
tert-Butyl ethyl ether	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	600	Pass
Methyl Ethyl Ketone	ug/L	ND(5)	ND(5)	ND(5)	ND(0.01)	400	Pass

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Page 3 of 6

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Sample Id: **S-0002191603**

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab (Continued)							
Methyl Isobutyl Ketone	ug/L	ND(5)	ND(5)	ND(5)	ND(0.01)	700	Pass
Toluene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	6	Pass
Ethyl Benzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	14	Pass
m+p-Xylenes	ug/L	ND(1)	ND(1)	ND(1)	ND(0.003)	[Xylenes]	
o-Xylene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	[Xylenes]	
Styrene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	70	Pass
n-Propylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
Bromobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
2-Chlorotoluene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
4-Chlorotoluene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
1,3,5-Trimethylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
tert-Butylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
1,2,4-Trimethylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
sec-Butylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
p-Isopropyltoluene (Cymene)	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
1,2,3-Trimethylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
n-Butylbenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)		
1,2,4-Trichlorobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	7	Pass
Hexachlorobutadiene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.4	Pass
1,2,3-Trichlorobenzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.3	Pass
Naphthalene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	10	Pass
Benzene	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	0.5	Pass
Total Trihalomethanes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.001)	9	Pass
1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.							
[TTHM] - Acceptance based on Total Trihalomethanes							
[Xylenes] - Acceptance based on Total Xylenes							



Common Terms and Acronyms Used:

Sample.....	Test result on the submitted product sample after prepared or exposed in accordance with the standard.
Control.....	Test result on a laboratory blank sample analyzed in parallel with the sample.
Result.....	Sample test result minus the Control test result.
Normalized Result...	Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
ND().....	Result is below the detection level of the analytical procedure as identified in the parenthesis.
DCC Number.....	NSF document control code of the registered formulation of the product tested
ug/L.....	Microgram per liter = 0.001 milligram per liter (mg/L)
SPAC.....	Acceptance criteria of the standard (Single Product Allowable Concentration)

References to Testing Procedures:

NSF Reference	Parameter / Test Description
C1183	Metals II in water by ICPMS (Ref: EPA 200.8)
C4662	Volatile Organic Compounds (Ref: EPA 524.2)

Test descriptions preceded by an asterisk "*" indicate that testing has been performed per NSF requirements but is not within its scope of accreditation.

Unless otherwise indicated, method uncertainties are not applied in any determinations of conformity. Testing utilizes the requested sections of any referenced standards, which may not be the entire standard.

Dates of Laboratory Activity: 21-FEB-2025 to 04-MAR-2025

Testing Laboratories:

	Id	Address
All work performed at: →	NSF_AA	NSF 789 N. Dixboro Road Ann Arbor MI 48105

**About the Standard:**

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

NSF/ANSI/CAN 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestation. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.

State of Florida

Department of State

I certify from the records of this office that SHRIEVE CHEMICAL COMPANY, LLC is a Texas limited liability company authorized to transact business in the State of Florida, qualified on January 24, 2022.


The document number of this limited liability company is M22000001143.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on February 14, 2025, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourteenth day of February,
2025*




Secretary of State

Tracking Number: 8002992531CU

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

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

**Industrial Product Data Sheet**Effective Date: **October 15, 2020**Product Code: **SULAC**Location: **White Springs**SDS: **210**

Sulfuric Acid
Industrial Grade
93%

CHEMICAL ANALYSIS

Component	Units	Minimum	Maximum	Typical
Sulfuric Acid	wt. % H ₂ SO ₄	93.0	95.0	94.0
Iron	ppm Fe		50	14
Sulfur Dioxide	ppm SO ₂			5

PHYSICAL ANALYSIS

Component	Units	Range	Typical
Specific Gravity	@72°F (22°C)		1.862

Refer to a Safety Data Sheet for more information

Typical results are based on the analysis of a composite sample. Grab samples or individual car samples may fall outside of the typical range.

To the best of Nutrien's knowledge, the information contained herein is accurate and reliable as of the date compiled; however, Nutrien makes no representation, warranty or guarantee as to the information's accuracy, reliability, completeness or timeliness. It is the user's responsibility to determine the suitability and completeness of such information for the user's own uses or purposes. Nutrien does not accept any liability for any loss or damage that may occur from any use of this information.

Product is manufactured by the following subsidiary of Nutrien Ltd.:

PCS Sales (USA) Inc. · Suite 500, 1101 Skokie Blvd. · Northbrook, IL · 60062 · (847) 849-4200 · 1-800-524-0132



OFFICIAL LISTING

NSF certifies that the products appearing on this Listing conform to the requirements of
NSF/ANSI/CAN 60 - Drinking Water Treatment Chemicals - Health Effects

This is the Official Listing recorded on April 17, 2025.

PCS Sales DBA Nutrien
3005 Rocky Mountain Avenue
Loveland, CO 80538
970-685-3300

Facility: Distribution Center - Cleveland, OH

Chemical/ Trade Name	Function	Max Use
Phosphoric Acid		
TG75 (Technical Grade 75% Phosphoric Acid)	Corrosion & Scale Control	13 mg/L

Facility: Distribution Center - Joplin, MO

Chemical/ Trade Name	Function	Max Use
Phosphoric Acid		
FG75 (Food Grade 75% Phosphoric Acid)	Corrosion & Scale Control	13 mg/L
TG75 (Technical Grade 75% Phosphoric Acid)	Corrosion & Scale Control	13 mg/L

Facility: Distribution Center - Marseilles, IL

Chemical/ Trade Name	Function	Max Use
Phosphoric Acid		
TG75 (Technical Grade 75% Phosphoric Acid)	Corrosion & Scale Control	13 mg/L

Facility: Distribution Center - Philadelphia, PA

Chemical/ Trade Name	Function	Max Use
Phosphoric Acid		
TG75 (Technical Grade 75% Phosphoric Acid)	Corrosion & Scale Control	13 mg/L

Facility: Aurora, NC

Chemical/ Trade Name	Function	Max Use
Fluosilicic Acid		
Fluosilicic Acid	Fluoridation	5 mg/L
Phosphoric Acid		
40% Phosphoric Acid	Corrosion & Scale Control	25 mg/L
50% Phosphoric Acid	Corrosion & Scale Control	20 mg/L

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF.



75% Phosphoric Acid	Corrosion & Scale Control	13	mg/L
80% Phosphoric Acid	Corrosion & Scale Control	12	mg/L
85% Phosphoric Acid	Corrosion & Scale Control	12	mg/L

Facility: Fernald, OH

Chemical/ Trade Name	Function	Max Use	
Phosphoric Acid			
40% Phosphoric Acid	Corrosion & Scale Control	25	mg/L
50% Phosphoric Acid	Corrosion & Scale Control	20	mg/L
65% Phosphoric Acid	Corrosion & Scale Control	15	mg/L
75% Phosphoric Acid	Corrosion & Scale Control	13	mg/L
80% Phosphoric Acid	Corrosion & Scale Control	12	mg/L
85% Phosphoric Acid	Corrosion & Scale Control	12	mg/L

Facility: White Springs, FL

Chemical/ Trade Name	Function	Max Use	
Fluosilicic Acid			
Fluosilicic Acid	Fluoridation	5	mg/L
Sulfuric Acid			
Sulfuric Acid	Corrosion & Scale Control pH Adjustment	50	mg/L

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

Facility: Detroit, MI

Chemical/ Trade Name	Function	Max Use	
Phosphoric Acid			
75% Phosphoric Acid, Low Sulfate	Corrosion & Scale Control	13	mg/L

Facility: Savannah, GA

Chemical/ Trade Name	Function	Max Use	
Phosphoric Acid			
75% Phosphoric Acid	Corrosion & Scale Control	12	mg/L
85% Phosphoric Acid	Corrosion & Scale Control	12	mg/L

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF.

UNIFORM SALES & USE TAX RESALE CERTIFICATE — MULTIJURISDICTION

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales/use tax, subject to the instructions and notes on pages 2—6. The issuing Buyer and the recipient Seller have the responsibility to determine the proper use of this certificate under applicable laws in each state, as these may change from time to time. This form was revised as of October 14, 2022.

Issued to Seller: _____

Address: _____

I certify that:

Name of Firm (Buyer): SHRIEVE CHEMICAL COMPANY, LLC

Address: 1442 LAKE FRONT CIRCLE STE 500

THE WOODLANDS, TX 77380

is engaged or is registered as a

☒ Wholesaler

☐ Retailer

☐ Manufacturer

☐ Seller

☐ Lessor (see notes on pages 2—4)

☐ Other (Specify) _____

and is registered for sales/use tax with the below-listed states and cities within which Seller would deliver purchases to Buyer and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. Buyer is in the business of wholesaling, retailing, manufacturing, leasing (renting), or selling the following:

Description of Business: Chemical Sales, Packaging Supplies, Warehouse Supplies

General description of tangible property or taxable services to be purchased from the Seller: Chemicals

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AK/ARSTC ¹		MO ¹⁹	MOID 25757636
AL ²	R010259222	NE	13398709
AR	69069149-001	NV ²⁰	1041331878-001
AZ ³	07644341-R	NJ	1274646
CA ⁴	97-508333	NM ^{5,21}	03-439182-00-7
CO ^{5,6}	94616981-004	NC ²²	003421928
CT ⁷	78595667-001	ND	
FL ⁸	78-8011942838-9	OH ²³	UST-1-99116381
GA ⁹	175926051	OK ²⁴	1070260224
HI ^{5,10}		PA ²⁵	6766408
ID ¹¹		RI ²⁶	
IL ^{5,12}	3100-9999	SC	111192209
IA	1-00-014254	SD ²⁷	
KS ¹³	004-741994881F-01	TN ²⁸	1001439643-SLC
KY ¹⁴	00082691	TX ²⁹	1-74-1994881-9
ME ¹⁵	1201981	UT	14900886-003-STC
MD ¹⁶		VT ³⁰	
MI ¹⁷	74-1994881	WA ³¹	604-479-509
MN ¹⁸		WI ³²	456-1029765227-02

I further certify that if any property or service so purchased tax-free is used or consumed by Buyer so as to make it subject to sales/use tax, Buyer will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order that Buyer may hereafter give to Seller, unless otherwise specified, and shall be valid until canceled by Buyer in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: Kate Dyer
(Owner, Partner, or Corporate Officer, or other authorized signer of Buyer)

Title: AP Supervisor/ Tax Accountant

Date: 01/01/2025

INSTRUCTIONS

In order to comply with state and local sales tax law requirements, the Seller must have in its files a properly completed exemption certificate from all of its customers (Buyers) who claim a sales/use tax exemption. If the Seller does not have this certificate, it is obliged to collect the tax for the state in which the property or service is delivered.

Generally, a Buyer must be registered as a retailer for sales/use tax in states where the Buyer has sales/use tax nexus. The sales/use tax registration number for the state should be entered on this certificate in the box for that state. A Buyer has sales/use tax nexus in a state if the Buyer has physical presence in that state or has made sufficient sales to customers in that state to have sales/use tax economic nexus. The threshold of sales activity needed to establish sales/use tax economic nexus may differ by state. If the Buyer is entitled to claim a resale sales tax exemption or exclusion, the Buyer should complete the certificate and send it to the Seller at the time of purchase or as soon thereafter as possible. If the Buyer purchases tax free for a reason other than resale, ingredient or component exemption, the Buyer cannot use this form and must provide to the Seller the proper state exemption certificate for that specific exemption.

Caution: Misuse of this certificate by Buyer, Seller, lessor, lessee, or the representative thereof may be punishable by fine, imprisonment or loss of right to issue or accept a certificate in some states or cities.

Notes:

1. Alaska Remote Sellers Sales Tax Commission (ARSSTC): This certificate is valid as a resale certificate only if it contains the purchaser's name, address, signature and either the purchaser's ARSSTC Remote Reseller Certificate of Exemption number or the purchaser's resale certificate number issued by the local taxing jurisdiction. The purchaser should also provide a general description of the tangible personal property or taxable services that are being purchased from the seller. The purchaser's claim for exemption may be verified by calling the ARSSTC at 907-790-5300.
2. Alabama: Each retailer shall be responsible for determining the validity of a purchaser's claim for exemption.
3. Arizona: This certificate may be used only when making purchases of tangible personal property for resale in the ordinary course of business, and not for any other statutory deduction or exemption. It is valid as a resale certificate only if it contains the purchaser's name, address, signature, and Arizona transaction privilege tax (or other state sales tax) license number, as required by Arizona Revised Statutes § 42-5022, *Burden of proving sales not at retail*.
4. California:
 - a) This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Title 18, California Code of Regulations, Section 1668 (Sales and Use Tax Regulation 1668, Resale Certificate).
 - b) By use of this certificate, the purchaser certifies that the property is purchased for resale in the regular course of business in the form of tangible personal property, which includes property incorporated as an ingredient or component of an item manufactured for resale in the regular course of business.
 - c) When the applicable tax would be sales tax, it is the Seller who owes that tax unless the Seller takes a timely and valid resale certificate in good faith.
 - d) A valid resale certificate is effective until the issuer revokes the certificate.
5. Colorado, Hawaii, Illinois, and New Mexico: these states do not permit the use of this certificate to claim a resale exemption for the purchase of a taxable service for resale.
6. Colorado: Sellers should review 1 Code Colo. Regs. 201-1, Rule 39-26-105-3 (Documenting Exempt Sales) prior to accepting this form. The Colorado Department of Revenue collects and administers the state sales and use taxes and the sales and use taxes of certain cities, counties, and special districts (see department publication DR 1002). Use of this form (along with the other documentation required by department rule) is acceptable for taxes administered by the Colorado Department of Revenue. This form may not be accepted by self-collecting Colorado home-rule cities. Sellers are advised to contact those cities directly for further instruction.
7. Connecticut: This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to Conn. Gen. State §§12-410(5) and 12-411(14) and regulations and administrative pronouncements pertaining to resale certificates. The good faith of the seller will be questioned if it has knowledge of facts which give rise to a reasonable inference that the purchaser does not intend to resell the property, as, for example, knowledge that the purchaser of particular merchandise (or service) is not engaged in the business of selling that kind of merchandise (or service).
8. Florida: Allows the Multistate Tax Commission's Uniform Sales and Use Tax Resale Certificate – Multijurisdiction for tax-exempt purchases for resale; however, the selling dealer must also obtain a resale

authorization number from the Florida Department of Revenue at floridarevenue.com/taxes/certificates, or by calling 877-357-3725, and entering the purchaser's Florida *Annual Resale Certificate* number.

9. Georgia: a) The purchaser's state-of-registration number will be accepted in lieu of Georgia's registration number when the purchaser is located outside Georgia, does not have nexus with Georgia, and the tangible personal property is delivered by drop shipment to the purchaser's customer located in Georgia.

b) The certificate relieves the seller from the burden of proof on sales for resale if the seller acquires from the purchaser a properly completed certificate, taken in good faith, from a purchaser who:
 - (i) Is engaged in the business of selling tangible personal property;
 - (ii) Has a valid sales tax registration number at the time of purchase and has listed his or her sales tax number on the certificate; and
 - (iii) At the time of purchasing the tangible personal property, the seller has no reason to believe that the purchaser does not intend to resell it in his or her regular course of business.
10. Hawaii: Allows this certificate to be used by the seller to claim a lower general excise tax rate or no general excise tax, rather than the buyer claiming an exemption. The no tax situation occurs when the purchaser of imported goods certifies to the seller, who originally imported the goods into Hawaii, that the purchaser will resell the imported goods at wholesale. If the lower rate or no-tax does not in fact apply to the sale, the purchaser is liable to pay the seller the additional tax imposed. See Hawaii Dept. of Taxation Tax Information Release No. 93-5, November 10, 1993, and Tax Information Release No. 98-8, October 30, 1998.
11. Idaho: This certificate may be used only when making purchases of tangible personal property for resale in the ordinary course of business, and not for any other statutory deduction or exemption. It is valid as a resale certificate only if it complies with Idaho Code Section 63-3622(c).
12. Illinois: Use of this certificate in Illinois is subject to the provisions of 86 Ill. Adm. Code Ch.I, Sec. 130.1405 (Seller's Responsibility to Obtain Certificates of Resale and Requirements for Certificates of Resale). Illinois does not have an exemption for sales of property for subsequent lease or rental, except as follows: (i) a motor vehicle that is used for automobile renting subject to the Automobile Renting Occupation and Use tax Act (35 ILCS 120/2-5(7)) and (ii) merchandise that the purchaser certifies is purchased to be rented subject to the Rental Purchase Agreement Occupation and Use Tax Act (35 ILCS 120/2-5(43)). Buyers purchasing items for lease or rental that meet either of these two exceptions should not use this Uniform Sales and Use Tax Resale Certificate, but instead must provide to Sellers proof of registration for the Automobile Renting Occupation and Use Tax or the Rental Purchase Agreement Occupation and Use Tax, as appropriate, and, in the case of the Rental Purchase Agreement Occupation and Use Tax, should use Form ST-261 (Exemption Certificate for Property Subject to Rental Purchase Agreement Tax). The use of this certificate for claiming resale purchases of services does not have any application in Illinois.

The registration number to be supplied next to Illinois on page 1 of this certificate must be the Illinois registration or resale number; no other state's registration number is acceptable.

"Good faith" is not the standard of care to be exercised by a retailer in Illinois. A retailer in Illinois is not required to determine whether the purchaser actually intends to resell the item. Instead, a retailer must confirm that the purchaser has a valid registration or resale number at the time of purchase. If a purchaser fails to provide a certificate of resale at the time of sale in Illinois, the seller must charge the purchaser tax.

While there is no statutory requirement that blanket certificates of resale be renewed at certain intervals, blanket certificates should be updated periodically, and no less frequently than every three years.

13. Kansas: Purchaser must enter a valid Kansas Registration Number issued by the Kansas Department of Revenue. Exemption certificates must be obtained from the purchaser at the time of the sale, but no later than 90 days subsequent to the date of sale. This resale certificate may only be used as a resale exemption certificate or ingredient or component part exemption certificate. This resale certificate may not be used by contractors to purchase materials without sales tax. This resale certificate may not be used by Manufacturing Companies to purchase machinery and equipment without sales tax. See Kansas Certificate ST-201. This resale certificate need not be renewed or updated when there is a recurring business relationship between the buyer and seller. A recurring business relationship exists when a period of no more than 12 months elapses between sales transactions. This resale certificate cannot

be used by contractors to purchase labor services from other contractors without tax.

14. Kentucky: a) Kentucky does not permit the use of this certificate to claim a resale exclusion for the purchase of admissions. b) This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Kentucky Revised Statute 139.270.

c) The use of this certificate by the purchaser constitutes the issuance of a blanket certificate in accordance with Kentucky Administrative Regulation 103 KAR 31:111.

15. Maine: This state does not have an exemption for sales of property for subsequent lease or rental. This certificate is not valid for use by manufacturers purchasing tangible personal property that becomes an ingredient or component part of a product manufactured by the manufacturer. Please use Maine's Industrial Users Exemption Certificate (ST-A-117).

16. Maryland: This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Md Tax – Gen § 11-408(b). All claims for the resale exclusion, even those made with this certificate, must include the Buyer's Maryland sales and use tax registration number. Certificates without a Maryland sales and use tax registration number will not be honored by the State. However, in lieu of a sale and use tax registration number, sellers may accept resale certificates that bear the exemption number issued to a religious organization. Exemption certifications issued to religious organizations consist of 8 digits, the first two of which are always "29". Maryland sales and use tax registration numbers, exemptions, and direct pay numbers may be verified on the website of the Comptroller of the Treasury at www.marylandtaxes.gov.

17. Michigan: Blanket certificates are effective for a period of four years unless a lesser period is mutually agreed to and stated on this certificate. A seller who receives and maintains a record of a properly completed certificate is not generally liable for sales or use tax on the transaction, even if a purchaser improperly claims an exemption. There are certain limited situations in which a seller can be liable for the tax, such as those involving fraud on the part of the seller. For more information, see revenue Administrative Bulletin (RAB) 2016-14.

18. Minnesota: Purchaser's Minnesota tax identification number should be inserted into the row labeled "MN" in the state chart on page 1. If purchaser does not have a Minnesota tax identification number, the following are acceptable:

Purchaser's tax identification number issued by a state other than Minnesota and the name of the state;

Purchaser's federal Employer identification Number;
The number of Purchaser's valid state-issued driver's license, or a valid state-issued identification number, along with the state of issue.

Purchaser must identify purchaser's type of business using Minnesota's business-type coding system. Check the correct box near the top of page 1. If you check the box labeled "Other," provide the appropriate Minnesota business code in the space following the "Other" check box. You can find a list of Minnesota business codes on the Minnesota exemption certificate (Form ST3).

Purchaser must update the certificate data, as necessary, if this certificate is to be used as a blanket exemption certificate for continuing future purchases.

Note that Minnesota allows this certificate to be used to claim a resale exemption only.

It does not permit this certificate to be used to claim any other type of exemption. To claim an exemption other than resale, use the Minnesota exemption certificate (Form ST3) or the Streamlined Sales Tax Governing Board exemption certificate (Form F0003).

19. Missouri: a) Purchasers who improperly purchase property or services sales-tax free using this certificate may be required to pay the tax, interest, additions to tax, or penalty.
b) Even if property is delivered outside Missouri, facts and circumstances may subject it to Missouri tax, contrary to the second sentence of the first paragraph of the above instructions.

20. Nevada:
 - a) This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of NRS 372.165, NRS 372.170, NRS 372.175 and NRS 372.180 regarding sales tax, and NRS 372.235, NRS 372.240 and NRS 372.245 regarding use tax.
 - b) By use of this certificate, the purchaser certifies that the property is purchased for resale in the regular course of business in the form of tangible personal property, which includes property incorporated as an ingredient or component of an item manufactured for resale in the regular course of business.
 - c) When the applicable tax would be sales tax, it is the Seller who owes that tax unless the Seller takes a timely and valid resale certificate.
 - d) A valid resale certificate is typically effective until the issuer revokes the certificate, but periodic renewal of the certificate is recommended.
 - e) Contractors are generally considered consumers of tangible personal property pursuant to NAC 372.200 and are unable and should not use this certificate, and Sellers should not accept it from a contractor.
21. New Mexico: For transactions occurring on or after July 1, 1998, New Mexico will accept this certificate in lieu of a New Mexico nontaxable transaction certificate and as evidence of the deductibility of a sale of tangible personal property provided:
 - a) this certificate was not issued by the State of New Mexico;
 - b) the buyer is not required to be registered in New Mexico; and
 - c) the buyer is purchasing tangible personal property for resale or incorporation as an ingredient or component of a manufactured product.
22. North Carolina: This certificate is not valid as an exemption certificate if signed by a person such as a contractor who intends to use the property. Its use is subject to G.S. 105-164.28 and any administrative rules or directives pertaining to resale certificates.
23. Ohio:
 - a) The buyer must specify which one of the reasons for exemption on the certificate applies. This may be done by circling or underlining the appropriate reason or writing it on the form above the state registration section. Failure to specify the exemption reason will, on audit, result in disallowance of the certificate.
 - b) If no certificate is provided or obtained from the buyer at the time of the sale or within ninety days after the date on which such sale is consummated, it shall be presumed that the tax applies.
24. Oklahoma: Oklahoma would allow this certificate in lieu of a copy of the purchaser's sales tax permit as one of the elements of "properly completed documents" which is one of the three requirements which must be met prior to the vendor being relieved of liability. The other two requirements are that the vendor must have the certificate in his possession within ninety (90) days subsequent to the date of sale and must accept the documentation in good faith. The specific documentation required under OAC 710:65-7-6 is: Written certification containing the purchaser's name, address, type of business, sales tax permit number, and the signature of the purchaser. OAC 710:65-7-8.

Absent strict compliance with these requirements, Oklahoma holds a seller liable for sales tax due on sales where the claimed exemption is found to be invalid, for whatever reason, unless the Tax Commission determines that purchaser should be pursued for collection of the tax resulting from improper presentation of a certificate.
25. Pennsylvania: This certificate is not valid as an exemption certificate. It is valid as a resale certificate subject to the provisions of 61 PA Code §32.3. The buyer should enter their eight-digit Pennsylvania Sales and Use Tax license number. If the buyer does not have a Pennsylvania Sales and Use Tax license number, they must provide an explanation as to why they are not licensed.
26. Rhode Island: Rhode Island allows this certificate to be used to claim a resale exemption only when the item will be resold in the same form. It does not permit this certificate to be used to claim any other type of exemption.
27. South Dakota: Services which are purchased by a service provider and delivered to a current customer in conjunction with the services contracted to be provided to the customer are claimed to be for resale. Receipts from the sale of a service for resale by the purchaser are not subject to sales tax if the purchaser furnishes a resale certificate which the seller accepts in good faith. In order for the transaction to be a sale for resale, the following conditions must be present:

- (b) The purchaser of the service does not use the service in any manner; and
- (c) The service is delivered or resold to the customer without any alteration or change.

28. Tennessee: This certificate may only be used to claim a resale exemption for purchases of tangible personal property or taxable services, amusements, or digital products that are for resale; or a component part of a manufactured, assembled, processed, or refined product that is for resale. This certificate may not be used to claim any other type of exemption in Tennessee.

A Tennessee supplier that sells tangible personal property or taxable services to an out-of-state dealer for resale and drop ships the goods to the out-of-state dealer's Tennessee customer, may accept a resale certificate issued by another state, a fully completed Streamlined Sales and Use Tax Exemption Certificate, or the Uniform Sales and Use Tax Resale Certificate – Multijurisdiction that includes the sales tax ID number issued by the other state to make drop shipped sales for resale without tax. See important notice 22-01 Drop Shipment Rule Repealed for more information.

Any tangible personal property or other taxable item or service purchased without the payment of tax using this resale certificate, that is later used or consumed in any manner by the buyer, or is given away, must be reported and the tax paid directly to the Tennessee Department of Revenue.

- 29. Texas: Items purchased for resale must be for resale within the geographical limits of the United States, its territories, and possessions.
- 30. Vermont: The reseller must be registered to collect Vermont sales tax. Vermont allows this certificate to be used to claim a resale exemption for goods only, not component parts to a service. It is not to be used by contractors. Vermont's manufacturing exemption is limited to property consumed in the manufacturing process, used directly and exclusively in the manufacturing process, or packaging or shipping materials for use by a manufacturer or wholesale distributor. Any other uses and the use for any other exemptions is not permitted.

While there is no statutory requirement that blanket certificates of resale be renewed at certain intervals, blanket certificates should be updated periodically, and no less frequently than every three years.

- 31. Washington: Buyer acknowledges that in addition to the amount of tax due, the misuse of this form may result in interest and penalties being imposed by law.
- 32. Wisconsin: Allows this certificate to be used to claim a resale exemption only. It does not permit this certificate to be used to claim any other type of exemption.

Frequently Asked Questions Uniform Sales and Use Tax Certificate – Multijurisdictional

- **To whom do I give this certificate?**
- **Can I register for multiple states simultaneously?**
- **I have received this certificate from my customer. What do I do with it?**
- **Am I the Buyer or the Seller?**
- **What is the purpose of this certificate?**
- **How do I fill out the certificate?**
- **What information goes on the line next to each state abbreviation?**
- **What if I don't have an ID number for any (or some) state(s)?**
- **Who should use this certificate?**
- **Can I use this certificate?**
- **Which states accept the certificate?**
- **I am based in, buying from, or selling into Maine. Can I use this certificate?**
- **I am a drop shipper. Can I use this certificate?**
- **Do I have to fill this certificate out for every purchase?**
- **Can this certificate be used as a blanket certificate?**
- **Who determines whether this certificate will be accepted?**
- **I have been asked to accept this certificate. How do I know whether I should accept it?**
- **Is there a more recent version of this certificate?**
- **To whom should I talk to for more information?**

To whom do I give this certificate?

If you are purchasing goods for resale, you will give this certificate to your vendor, so that your vendor will not charge you sales tax.

If you are selling goods for resale, and you have received this certificate from your buyer, you will keep the certificate on file.

Can I register for multiple states simultaneously?

A buyer must be registered as a retailer for sales/use tax in states where the buyer has sales/use tax nexus in a state. Registration in each state must be done separately with that state. See the state tax agency's website. The Federal Tax Administrators (FTA) maintains a centralized list of links to state agency websites: <https://taxadmin.memberclicks.net/state-tax-agencies>. The Streamlined Sales Tax Governing Board, Inc. maintains a centralized registration system that can be used to register in states that are members. For more information, see www.streamlinedsalestax.org.

I have received this certificate from my customer. What do I do with it?

Once you have examined the certificate and you have accepted it, you will keep it on file as prescribed by applicable state laws. The relevant state will generally be the state where you are located, or the state where the sales transaction took place.

Am I the Buyer or the Seller?

If you are purchasing goods for resale, you are the Buyer. If you are selling goods to a buyer who is purchasing them for resale, you are the Seller.

What is the purpose of this certificate?

This certificate is to be used as supporting documentation that the Seller should not collect sales tax because the good or service sold to the Buyer, is exempt from the tax as a sale for resale or as an ingredient or component of a product manufactured by the Buyer and to be resold.

How do I fill out the certificate?

The individual filling out the certificate is referred to as the Buyer. The first two lines, “Issued to Seller” and “Address”, should be filled in with the name and address of the Seller. The rest of the information refers to the Buyer (name and address of Buyer, business engaged in, description of business, property or services to be purchased). The line next to each state abbreviation should be filled out with the relevant state ID number.

What information goes on the line next to each state abbreviation?

The line next to each state abbreviation should be filled in with the relevant state ID number. This will be the sales/use tax registration or resale authorization number issued by the state (see next FAQ for an exception). For example, on the line next to AL, provide the sales/use tax registration number issued by Alabama. The relevant registration number may be given various names in the different states. Some of the terms for this number are State Registration or Seller’s Permit Number. Regardless of the name, this will be a number that has been issued by the state to the Buyer (see next FAQ for an exception). This number is generally associated with the reseller’s authority to collect and remit sales/use tax.

What if I don’t have a registration number for any (or some) state(s)?

The states vary in their rules regarding requirements for a reseller exemption or exclusion. Some states require that the reseller (Buyer) be registered to collect sales tax in the state where the reseller makes its purchase. Other states will accept the certificate if the registration number is provided for some other state (such as the resident state of the Buyer). You should check with the relevant state to determine whether you meet the requirements of that state.

Who should use this resale certificate?

A Buyer who is registered in one of the states listed on the resale certificate may be able to use this certificate to make purchases of tangible property or taxable services that are for resale tax-exempt. States vary in their policies for use of this certificate. Questions regarding your specific eligibility to use this certificate should be addressed to the revenue department of the relevant state.

Can I use this resale certificate?

The states vary in their rules for use of this resale certificate. You should check with the relevant state to determine whether you can use this resale certificate for purchases from sellers registered in that state. The footnotes to the certificate provide some guidance; however, the Multistate Tax Commission cannot guarantee that any state will accept this certificate. States may change their policies without informing the Multistate Tax Commission.

Which states accept the certificate?

States listed on the certificate have accepted this certificate. States may change their policies for acceptance of the certificate without notifying the Multistate Tax Commission. You may check with the relevant state to determine the current status of the state’s acceptance policy. See next FAQ.

I am based in, buying from, or selling into Maine. Can I use this certificate?

Please contact Maine Revenue Services.

I am a drop shipper. Can I use this certificate?

If you are the Buyer and your Seller ships directly to your customers, you may be able to use this certificate because you are a reseller. However, your Seller may be unwilling to accept this certificate if you are not

registered to collect sales tax in the state(s) where your customers are located.

If you are the Seller, and you have nexus with the state(s) into which you are shipping to your Buyer's customers, you may be required by such state(s) to remit sales tax on those sales if your Buyer is not registered to collect sales tax.

Do I have to fill this resale certificate out for every purchase?

In many cases, this certificate can be used as a blanket certificate, so that you will only need to fill it out once for each of your Sellers. Some states require periodic replacement with a renewed certificate (see notes on certificate).

Can this resale certificate be used as a blanket certificate?

In many states this certificate can be used as a blanket certificate. You should verify this with the applicable state. A blanket certificate is one that can be kept on file for multiple transactions between a specific Buyer and specific Seller.

Who determines whether this resale certificate will be accepted?

The Seller will determine whether it will accept the certificate from the Buyer. The applicable state will determine whether a certificate is acceptable for the purpose of demonstrating that sales tax was properly exempted. The applicable state will generally be the state where the Seller is located or has nexus or the state where the sales transaction took place, or where the Buyer is located. The Multistate Tax Commission does not determine whether this certificate will be accepted either by the Seller or the applicable state.

I have been asked to accept this resale certificate. How do I know whether I should accept it?

You should contact your state revenue department if you are not familiar with the policies regarding acceptance of resale certificates.

In order for the certificate to be accepted in good faith by the Seller, Seller must exercise care that the property or service being sold is of a type normally sold wholesale, resold, leased, rented or incorporated as an ingredient or component of a product manufactured by Buyer and then resold in the usual course of its business. A Seller failing to exercise care could be held liable for the sales tax due in some states.

Is there a more recent version of this certificate?

No. The most recent version is posted on our website (revised as of October 14, 2022). You may have seen a version that has been modified in an unauthorized manner. You should not use any version other than the one available on our website.

Whom should I talk to for more information?

For information regarding whether the certificate will be accepted in the applicable state, you should contact the revenue department of that state. The Multistate Tax Commission's [Member States](#) webpage has links to revenue department websites.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2024

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

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

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37205191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com														
INSURED Shrieve Chemical Company LLC Shrieve Chemical Products, LLC 1442 Lake Front Circle, Suite 500 The Woodlands, TX 77380	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: AIG Specialty Insurance Company</td> <td style="text-align: center;">26883</td> </tr> <tr> <td>INSURER B: National Union Fire Insurance Company of P</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER C: Argonaut Insurance Company</td> <td style="text-align: center;">19801</td> </tr> <tr> <td>INSURER D: Texas Mutual Insurance Company</td> <td style="text-align: center;">22945</td> </tr> <tr> <td>INSURER E: Evanston Insurance Company</td> <td style="text-align: center;">35378</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: AIG Specialty Insurance Company	26883	INSURER B: National Union Fire Insurance Company of P	19445	INSURER C: Argonaut Insurance Company	19801	INSURER D: Texas Mutual Insurance Company	22945	INSURER E: Evanston Insurance Company	35378	INSURER F:	
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INSURER E: Evanston Insurance Company	35378														
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W34186561

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
		Y	Y	EG 14260818-02	06/30/2024	06/30/2025	MED EXP (Any one person) \$ 25,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS	Y	Y	013-16-3239	06/30/2024	06/30/2025	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			EGU 14260819-02	06/30/2024	06/30/2025	AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A	WC 929038262314	06/30/2024	06/30/2025	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	POLLUTION LEGAL LIABILITY			EG 14260818-02	06/30/2024	06/30/2025	EACH OCCURRENCE LIMIT \$1,000,000 AGGREGATE \$2,000,000

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

Certificate Holder is included as an Additional Insured as respects to General Liability and Auto Liability. General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of Certificate Holder with respects to General Liability, Auto Liability and Workers Compensation, as permitted by law.

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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ACORD 25 (2016/03)

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SR ID: 26096875

BATCH: 3523397

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED Shrieve Chemical Company LLC Shrieve Chemical Products, LLC 1442 Lake Front Circle, Suite 500 The Woodlands, TX 77380	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

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

Excess Liability Follows Form of Underlying Coverage

INSURER AFFORDING COVERAGE: Texas Mutual Insurance Company NAIC#: 22945
POLICY NUMBER: 0001163631 EFF DATE: 06/30/2024 EXP DATE: 06/30/2025
SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and	EL Each Accident	\$1,000,000
Employers Liability - TX	EL Disease Ea Emp.	\$1,000,000
Per Statute	EL Disease-Policy Lim	\$1,000,000

INSURER AFFORDING COVERAGE: Evanston Insurance Company NAIC#: 35378
POLICY NUMBER: AXN0023-24 EFF DATE: 06/30/2024 EXP DATE: 06/30/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Liability	Each Occurrence	\$10,000,000
Occurrence Basis	Aggregate	\$10,000,000

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket - FL

Where required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/30/2024 Policy No. WC 929038262314

Endorsement No.

Policy Effective Date: 06/30/2024 - 6/30/2025

Premium \$

Insured: SHRIEVE CHEMICAL COMPANY LLC

DBA:

Carrier Name / Code: Argonaut Insurance Company

WC 00 03 13

Countersigned by _____

(Ed. 4-84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket - GA
Where required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/30/2024 Policy No. wc 929038262314 Endorsement No.
Policy Effective Date: 06/30/2024 - 6/30/2025 Premium \$
Insured: SHRIEVE CHEMICAL COMPANY LLC
DBA:
Carrier Name / Code: Argonaut Insurance Company

WC 00 03 13
(Ed. 4-84)

Countersigned by _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket - IN
Where Required By Written Contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/30/2024 Policy No. WC 929038262314 Endorsement No.
Policy Effective Date: 06/30/2024 - 6/30/2025 Premium \$
Insured: SHRIEVE CHEMICAL COMPANY LLC
DBA:
Carrier Name / Code: Argonaut Insurance Company

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket - MI

Where required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/30/2024 Policy No. WC 929038262314

Endorsement No.

Policy Effective Date: 06/30/2024 - 6/30/2025

Premium \$

Insured: SHRIEVE CHEMICAL COMPANY LLC

DBA:

Carrier Name / Code: Argonaut Insurance Company

WC 00 03 13

Countersigned by _____

(Ed. 4-84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 03 06**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.020 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization**

Blanket - CA

Job Description

Where required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/30/2024 Policy No. WC 929038262314

Endorsement No.

Policy Effective Date: 06/30/2024 - 6/30/2025

Premium \$

Insured: SHRIEVE CHEMICAL COMPANY LLC

DBA:

Carrier Name / Code: Argonaut Insurance Company

Countersigned by _____

ENDORSEMENT NO. 18

This endorsement, effective 12:01 AM, 06/30/2024

Forms a part of Policy No: 14260818-02

Issued to: Shrieve Chemical Company LLC

By: AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
SCHEDULED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY POLICY**

SCHEDULE

Name of Person(s) or Organization(s):

It is hereby agreed that:

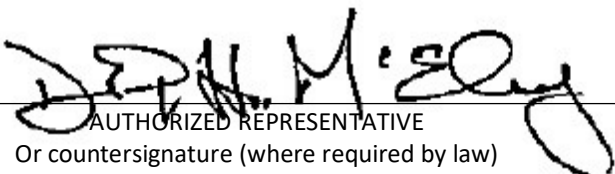
- I. Solely as respects **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** and **COVERAGE E – ADDITIONAL POLLUTION LEGAL LIABILITY, SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability arising out of your ongoing operations for that insured.
- II. Solely with respect to the insurance afforded to these additional insured(s), the following exclusion is added:

2. Exclusions

This insurance does not apply to **bodily injury** or **property damage** occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
Or countersignature (where required by law)

ENDORSEMENT NO. 17

This endorsement effective 12:01 A.M,06/30/2024

Forms a part of Policy No: 14260818-02

Issued to: Shrieve Chemical Company LLC

By: AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
COMPLETED OPERATIONS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY POLICY**

Solely as respects **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** and **COVERAGE E – ADDITIONAL POLLUTION LEGAL LIABILITY**, it is hereby agreed that **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured(s) the person(s) or organization(s) shown in the Schedule below, but only with respect to liability arising out of **your work** at the location designated and described in the Schedule below performed for that additional insured(s) and included in the **products-completed operations hazard**.

SCHEDULE

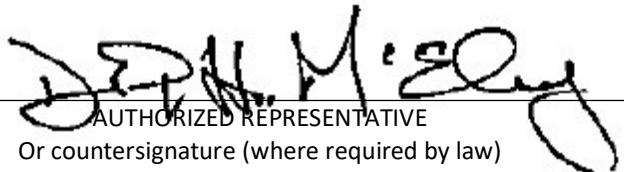
Name of Additional Insured person(s) or Organization(s):

WRITTEN CONTRACT EXECUTED PRIOR TO CLAIM OR LOSS

Location and Description of Completed Operations:

ALL LOCATIONS AND PROJECTS OF THE NAMED INSURED

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
Or countersignature (where required by law)

ENDORSEMENT NO. 12

This endorsement, effective 12:01 AM, 06/30/2024

Forms a part of Policy No: 14260818-02

Issued to: Shrieve Chemical Company LLC

By: AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED VENDORS ENDORSEMENT – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM**

SCHEDULE

Name of Person(s) or Organization(s) (Vendor):

Where required by written contract when such contract was signed and executed prior to the sale, distribution, handling or transfer of your product

Your Products:

All products sold, handled or distributed by the insured

Solely as respects Coverages A, E-1, E-2 and E-3, if applicable, **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person(s) or organization(s) (referred to herein as the "vendor") shown in the Schedule above, but only with respect to **bodily injury, property damage, environmental damage, or emergency response costs** arising out of **your products** shown in the Schedule above which are distributed or sold in the regular course of the vendor's business, subject to all of the terms and conditions of this Policy and the additional following exclusions, terms and conditions:

1. The insurance afforded the vendor does not apply to:

- a.B **odily injury, property damage, environmental damage, or emergency response costs** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b.A ny express warranty unauthorized by you;
- c. Any physical or chemical change in **your product** made intentionally by the vendor;
- d.R epackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of **your product**;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your product**;

ENDORSEMENT NO. 12 CONTINUED

- g. **Your product** which, after distribution or sale by you, has been labeled or relabeled, or used as a container, part or ingredient of any other thing or substance, by or for the vendor; or
- h. **Bodily injury, property damage, environmental damage or emergency response costs** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Sub-paragraphs **d.** or **f.** above; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of **your product**.

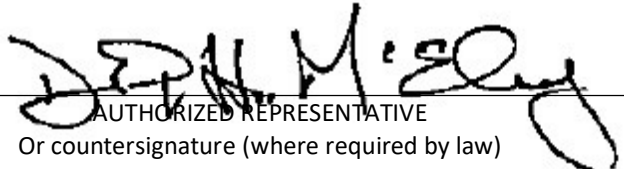
2. This insurance does not apply to any products you have acquired from a vendor, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Solely with respect to the coverage afforded to the vendor pursuant to this Endorsement, **SECTION IV-CONDITIONS**, paragraph **4. Other Insurance** is deleted in its entirety and replaced with the following:

4. Other Insurance

This insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such vendor whether primary, excess, contingent, or on any other basis.

All other terms, conditions, and exclusions shall remain the same



AUTHORIZED REPRESENTATIVE
Or countersignature (where required by law)

This endorsement, effective 12:01 AM, 06/30/2024

Forms a part of Policy No: 14260818-02

Issued to: Shrieve Chemical Company LLC

By: AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM**

It is hereby agreed as follows:

SECTION IV – CONDITIONS, Paragraph 7. Transfer of Rights of Recovery Against Others to Us – Applicable to Coverages A, B, C and E is amended by the addition of the following at the end of such subparagraph:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make under Coverage A, B, C and E for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name of Person or Organization:

Blanket where required by written contract or agreement

Los Angeles Department of Water and Power

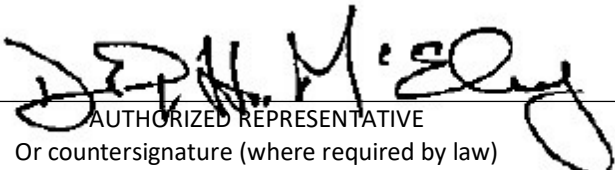
City of Vero Beach

City of Austin-Austin Energy

Cerberus Business Finance Agency, LLC as collateral agent and its successors and assigns

FMP Agency Services, LLC, as Agent, on behalf of itself and the Lenders

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
Or countersignature (where required by law)



**WORKERS' COMPENSATION AND
EMPLOYERS LIABILITY POLICY**

WC 42 03 04 B
Insured copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 10/1/22 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001163631 of Texas Mutual Insurance Company effective on 06/30/2024

Issued to: SHRIEVE CHEMICAL COMPANY LLC

Authorized representative

This is not a bill

NCCI Carrier Code: 29939

9/29/22



Home

Search

Data Bank

Data Services

Help

Search

All Words

e.g. 1606N020Q02

Search Results

Saved Searches






Filter By

Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

Simple Search

Search Editor

- ☐ Any Words 
- ☒ All Words 
- ☐ Exact Phrase 

e.g. 123456789, Smith Corp

"Shrieve Chemical"



Classification



Excluded Individual



Excluded Entity



Entity Name



Shrieve Chemical



Unique Entity ID

e.g. HTYR9YJHK65L



CAGE / NCAGE



Federal Organizations



Exclusion Type



Exclusion Program

Location

Dates

Reset

Entity Information

Entities

Disaster Response Registry

Responsibility / Qualification

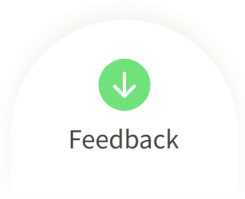
Exclusions

No matches found

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

Go Back



Our Website

- About This Site
- Our Community
- Release Notes
- System Alerts

Policies

- Terms of Use
- Privacy Policy
- Restricted Data Use
- Freedom of Information Act
- Accessibility

Our Partners

- Acquisition.gov
- USASpending.gov
- Grants.gov
- More Partners

Customer Service

- Help
- Check Entity Status
- Federal Service Desk
- External Resources
- Contact



WARNING

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

SAM.gov
An official website of the U.S. General Services Administration

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Shrieve Chemical Company, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor

☐ C corporation

☐ S corporation

☐ Partnership

☐ Trust/estate

☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) **P**

☐ Other (see instructions)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

1442 Lake Front Circle Suite 500

6 City, state, and ZIP code

The Woodlands TX 77380

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

Employer identification number

7 4 - 1 9 9 4 8 8 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions.

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

Katie Dwyer

Date

01/01/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X

Form **W-9** (Rev. 3-2024)

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.
- G—A real estate investment trust.
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
- I—A common trust fund as defined in section 584(a).
- J—A bank as defined in section 581.
- K—A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
- M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

- To reduce your risk:
- Protect your SSN,
 - Ensure your employer is protecting your SSN, and
 - Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



Shrieve Chemical Company
May 8, 2025

RE: Authority to Bind – Invitation to Bid No. ITB 25-016
Sulfuric Acid 93% for Water Treatment Plant Operations

To Whom It May Concern,

I, Jason VanVleet, in my capacity as Chief Executive Officer of Shrieve Chemical Company, hereby authorize **Chris Burns**, to act on behalf of Shrieve Chemical Company and bind the company in all matters related to the submission of our response to **Invitation to Bid No. ITB 25-016 – Sulfuric Acid 93% for Water Treatment Plant Operations**, issued by the City of Deerfield Beach.

Chris Burns is authorized to sign and submit all required documentation and agreements related to this bid.

Should you require any additional information or verification, please feel free to contact me directly.

Sincerely,

Jason VanVleet
Chief Executive Officer
Shrieve Chemical Company
jvanvleet@shrieve.com
813-220-5450



Shrieve Chemical Company

1442 Lake Front Circle, Suite 500
The Woodlands, Texas 77380

800-367-4226
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SHRIEVE CHEMICAL COMPANY, LLC

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Principal Address

1442 LAKE FRONT CIRCLE, STE 500

THE WOODLANDS, TX 77380

Mailing Address

1442 LAKE FRONT CIRCLE, STE 500

THE WOODLANDS, TX 77380

Registered Agent Name & Address

BURNS, CHRIS

2301 CYPRESS GARDENS BLVD

WINTER HAVEN, FL 33884

Authorized Person(s) Detail

Name & Address

Title MGR

VANVLEET, JASON

1442 LAKE FRONT CIRCLE, STE. 500

THE WOODLANDS, TX 77380

Chris Burns

Shrieve Chemical Company, LLC SE Region

2301 Cypress Gardens Blvd. Winter Haven, FL 33884

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Chris Burns
Marketing Director

Shrieve Chemical Company, LLC SE Region
2301 Cypress Gardens Blvd. Winter Haven, FL 33884
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8813 HIGHWAY 41 SOUTH
RIVERVIEW, FLORIDA 33569

93 % SULFURIC ACID

TYPICAL AVERAGE PRODUCTION SPECIFICATIONS

Sulfuric Acid (H ₂ SO ₄)	93.2 – 94.6%
Iron (Fe)	< 20 ppm
Reducing Substances as SO ₂	<20 ppm
Nitrates as NO ₃	<10 ppm
Chlorides as Cl	< 5 ppm
Ammonium as NH ₄ ⁺	< 1 ppm
Heavy Metals as Pb	< 1 ppm
Aluminum (Al)	< 0.5 ppm
Antimony (Sb)	< 0.5 ppm
Arsenic (As)	< 1.0 ppm
Cadmium (Cd)	< 0.5 ppm
Chromium (Cr)	< 1 ppm
Copper (Cu)	< 0.5 ppm
Lead (Pb)	< 1 ppm
Manganese (Mn)	< 0.5 ppm
Mercury (Hg)	< 20 ppb
Nickel (Ni)	< 0.5 ppm
Platinum (Pt)	< 0.5 ppm
Potassium (K)	< 1 ppm
Selenium (Se)	< 0.5 ppm
Zinc (Zn)	< 0.5 ppm
Fixed Residue	110 ppm
Organic Matter	< 10 ppm
Color	30
Turbidity (NTU)	< 1



Certified to ANSI/NSF-60	Max. Use: 50 mg/L
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**EXHIBIT “B”
SCOPE OF SERVICES**

ITB # 25-016
Sulfuric Acid 93% for Water Treatment Plant

SECTION VI – SPECIFICATIONS

1. General

The City of Deerfield Beach is actively seeking bids from qualified vendors to provide Sulfuric Acid 93% (H₂SO₄) in bulk, delivered on an as-needed basis to the Water Treatment Plant Operations, 290 Goolsby Blvd, Deerfield Beach, FL 33442 and other participating SE Florida Governmental Purchasing Cooperative Group agencies as stated in this ITB. The City of Deerfield Beach is acting as the lead agency for the Cooperative Group for this bid. This will be a term contract.

2. Technical Specifications

- a. Sulfuric Acid 93% (H₂SO₄) will be used by the City's Water Treatment Plant to produce drinking water, and all products bid must be authorized for such use by the City.
- b. This product is for use in the Water Treatment Plant's (membrane filtration system).
- c. Technical Grade: 93.19% minimum 66-degree Baume.
- d. Total iron content shall not exceed twenty-five parts per million (25ppm).

3. Certification and Testing

- a. The sulfuric acid supplied shall be listed by the National Sanitation Foundation (NSF) as being in full compliance with NSF/ANSI Standard 60 for Drinking Water Treatment Chemicals – Health Effects. The Contractor shall submit with their Response Attachments proof of certification that the product offered conforms to NSF/ANSI Standard 60.
- b. The City reserves the right during the contract period to determine by independent test if the product supplied by the Successful Offeror meets the specifications herein. If test meets the specifications, then cost of the test shall be paid for by the City. If the test does not meet the specifications, then cost of the test shall be paid for by the Successful Offeror. In addition, the facilities of the Florida State Department of Agriculture testing laboratories may be used for any referee testing.
- c. Offerors shall submit with their Response Attachments certified laboratory tests within the past six (6) months to substantiate minimum and average figures, along with a typical analysis of the Sulfuric Acid 93% product offered listing all impurities, detailed technical product specifications with applicable Material Safety Data Sheet (MSDS), and proof that the product bid has been approved by applicable Federal agencies for use in drinking water. Reference Exhibit A – Material Data Sheet (MSDS) for the current product used by the City.

4. Standardization / Variances

The City intends to purchase a product as specified and contained herein. In no way does the City of Deerfield Beach intend to limit competition to one bidder. State any and all variances clearly in writing. Wherever in these contract documents a particular brand, make of material, manufactured article, device or equipment is shown or specified, such brand, make of material, manufactured article, device or equipment should be regarded as the standard.

Sulfuric Acid 93% for Water Treatment Plant Operations

5. Delivery

- a. The Contractor shall be notified by email, telephone, or facsimile for requested deliveries and shall make deliveries within seventy-two (72) hours of the request or as otherwise specified by the Bidder on the Bid Schedule. Deliveries shall be made in 25-ton increments. All deliveries shall be made on weekdays, excluding holidays observed by the City, between the hours of 8:00 a.m. and 2:00 p.m. The City of Deerfield Beach reserves the right to terminate the contract in the event the delay in delivery is deemed unacceptable.
- b. The Contractor shall ensure that the product is delivered in clean containers/tanks and is free of contamination. If the stock is contaminated, the Contractor, shall be liable for all costs associated with disposal of contaminated material, cleanup of storage facilities and full replacement of product at the Contractors expense. The City reserves the right to reject any delivery that has been contaminated or does not conform to product specifications.
- c. The transfer of product from the delivery vehicle to the City's storage tanks shall be the sole responsibility of the Contractor. The Contractor shall be responsible for all health, safety, and costs associated with the transport and delivery of the product, to include but not limited to chemical spills and related cleanups.
- d. The fill lines to the City's storage tanks are equipped with a 2-inch, male, quick-connect coupling. In order to protect the acid tank fill line, transfer of acid must be performed at low pressure (25-30 psi).

6. Inventory

The vendor shall have access to adequate inventory to attain 100% fill rate. A 100% fill rate shall mean that 100% of product will be delivered within seventy-two (72) hours after receipt of order. The City of Deerfield Beach and all other Cooperative Group agencies reserves the right to require proof of access to inventory. The vendor shall immediately notify the Purchasing Department of each respective Cooperative Group agency when out of stock of product due to circumstances beyond their control. The City of Deerfield Beach reserves the right to procure out of stock product from other sources in these circumstances.

7. Substitutions

- a. The City shall not accept substitute shipments of any kind. Contractor shall furnish the product specified in the bid once awarded. Any substitution of material will require prior written approval by the City of Deerfield Beach. Any substitute shipments that have not received the prior written approval of the City shall not be accepted and shall be returned at the expense of the Contractor.
- b. If a bid item is discontinued by the manufacturer during the period of award and the bid item is not available from within the vendors or manufacturers inventory, then the vendor shall advise the Purchasing Departments of all agencies, in writing, of non-availability of the bid item and shall include complete descriptive, technical literature on the item offered to replace the discontinued bid item and, upon written approval, shall furnish the replacement item at the same firm price offered for the original bid item or at a lower price during the remainder of the period of award. Samples of replacement items, if

Sulfuric Acid 93% for Water Treatment Plant Operations

requested, must be supplied for evaluation by the appropriate City staff. The City of Deerfield Beach shall not be held liable for any damages incurred to equipment during evaluation.

8. Samples and Demonstrations

When requested, samples are to be furnished free of charge to the City. If a sample is requested, it must be delivered within seven (7) days of the request, unless otherwise stated in the bid. Each sample must be marked with the Offeror's name and manufacturer's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the Offeror.

9. Reporting Requirements

The Contractor(s) shall furnish to the City of Deerfield Beach, acting as lead agency for the Cooperative Group agencies, a detailed Summary of Sales report on a semi-annually basis during the contract period. The Summary of Sales report shall include the following information:

- Contractor's name
- Contract name and number
- Tonnage for each participating Cooperative Group agency
- Total dollar sales volume for each participating Cooperative Group agency

The report may be provided in greater detail, but no less than the requirement stated herein.