



# CITY OF HOLLYWOOD, FLORIDA

## PROCUREMENT SERVICES DIVISION

### Piggybacking Request Form

(Use for purchase(s) over \$25,000, when piggybacking off other contracts)

Date 12/23/19

Department/Office Public Utilities

Division/Area 4011

Contract Administrator Carlos Aguilera

Title Public Utilities Manager

Phone 954-967-4230

Email caguilera@hollywoodfl.org

2020 JAN 21 PM 3:32

CITY OF HOLLYWOOD  
PROCUREMENT SERVICES  
DIVISION

1. Requested Vendor Carus Corporation

Vendor Number 22331

Address 315 5<sup>th</sup> Street Peru, IL 61354

Contact Person Maria Bergagna

Title Bid Specialist

Phone 815-223-1500

Email bids@caruscorporation.com

2. Contract title requesting to piggyback? #750785A Sodium Hexametaphosphate, Purchase and delivery term contract. This contract will be effective immediately with an initial expiration date of November 15, 2020 with three remaining one-year extension options.

Awarding Agency Palm Beach County Board of County Commissioners

Contract Expiration Date 11/15/2020

Copy of Contract and Awarding Agency documentation is attached.

☒ Yes ☐ No

3. Product/Service being requested (be specific). The Department of Public Utilities is requesting use of the current Palm Beach County Board of Commissioners contract # 750785A, for the purchase of Sodium Hexametaphosphate, purchase and delivery. This contract is awarded to Carus Corporation at a cost of \$0.96 per lbs.

*Procurement Service Division use only*

Requisition # R \_\_\_\_\_  
(As Applicable)

Purchase Order # P \_\_\_\_\_  
(As Applicable)

Blanket Purchase Order # BPO \_\_\_\_\_  
(As Applicable)

4. Detailed description of the products/services function and purpose. The Hollywood Department of Public Utilities uses Sodium Hexametaphosphate as part of it's preventive pipe corrosion program at the Hollywood Water Treatment Plant and throughout distribution system.

Account Numbers: 442.400501.53600.552330.000000.000.000

5. Please explain what process the Department/Office took to verify and/or identify this contract. City of Hollywood staff has identified an existing properly bid contract between Carus Corporation, the vendor and Palm Beach County Board of Commisions. The Palm Beach County contract will be used by Public Utilites Water Plant for our preventive pipe corrosion program. Estimated cost for services provided under the existing Palm Beach County contract # 750785A is \$70,000.00

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

☒ Yes ☐ No

Please explain \_\_\_\_\_

7. Total cost of the requested product/service. \$70,000.00

8. Total estimated annual (fiscal year) cost of requested product/service. \$70,000.00

Account Number(s) See Line 4 Above \_\_\_\_\_

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

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

10. Would this purchase(s) result in the potential of future purchases for related products/services being restricted to a particular vendor or create a specific vendor as sole source provider for related items?

☐ Yes ☒ No

If yes, please describe the related products/services and estimated cost(s.) \_\_\_\_\_

11. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase?

☐ Yes ☒ No

If yes, please attach a draft maintenance plan which includes cost estimates and funding source(s.) \_\_\_\_\_

12. Is this a grant related purchase? ☐ Yes ☒ No

If yes, please provide details (timeline, expiration dates, milestones, special procurement requirements, etc.) \_\_\_\_\_

Will this require matching funds? ☐ Yes ☒ No

Procurement Service Division use only

Requisition # R \_\_\_\_\_  
(As Applicable)

Purchase Order # P \_\_\_\_\_  
(As Applicable)

Blanket Purchase Oder # BPO \_\_\_\_\_  
(As Applicable)

What is the grant source? \_\_\_\_\_

What is the grant (dollar) amount? \_\_\_\_\_

13. Please complete an advanced search of the vendor recommended for award on the Federal Government's Systems for Award Management at [www.sam.gov](http://www.sam.gov).

Date of Advanced Search \_\_\_\_\_

Company Name(s) Searched

Search Results

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

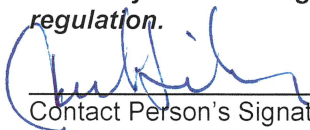
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### REQUESTING DEPARTMENT RECOMMENDATION

**Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contract and recommend its approval based on the contract complying with the City of Hollywood's scope and pricing requirements and to the best of your knowledge the contract does not violate any applicable policy, statute, governing rule or regulation.**

  
Contact Person's Signature

12/23/19  
Date



Supervisor's Signature

\_\_\_\_\_ Date

  
Director's Signature

12/26/19  
Date

### APPROVAL (Procurement Service Division Use Only)

Verified By:		Date	<u>1/16/2020</u>
Approved By:		Date	<u>1/19/2020</u>

Procurement Service Division use only

Requisition # R \_\_\_\_\_  
(As Applicable)

Purchase Order # P \_\_\_\_\_  
(As Applicable)

Blanket Purchase Order # BPO \_\_\_\_\_  
(As Applicable)



January 15, 2020

City of Hollywood  
Luis Montoya  
Department of Public Utilities  
3441 Hollywood Blvd.  
Hollywood, FL 33021

RE: Contract for Sodium Hex

Dear Mr. Montoya,

This letter is to confirm that Carus LLC (f/k/a Carus Corporation) is in agreement to allow the City of Hollywood, FL to piggyback with the Palm Beach, FL contract for Sodium Hexametaphosphate in 50 lb. bags. The price for the Sodium Hexametaphosphate is \$0.96/lb. delivered.

This contract will be effective immediately with an initial expiration date of November 15, 2020 with three remaining one-year extension options.

As discussed earlier, due to the lower contract price, we appreciate your assistance in ordering larger quantities when possible to offset the freight cost that will impact Carus.

Please let me know if you need anything further at this time.

Carus looks forward to working with the City of Hollywood for many years to come.

Sincerely,

Barbie Smith  
Inside Sales Manager



**Purchasing Department**

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

(561) 616-6800

FAX: (561) 616-6811

[www.pbcgov.com/purchasing](http://www.pbcgov.com/purchasing)

**Palm Beach County  
Board of County  
Commissioners**

Mack Bernard, Mayor

Dave Kerner, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Robert S. Weinroth

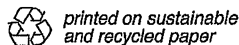
Mary Lou Berger

Melissa McKinlay

**County Administrator**

Verdenia C. Baker

"An Equal Opportunity  
Affirmative Action Employer"



October 3, 2019

Carus Corporation  
Maria Bergagna, Bid Specialist  
313 5<sup>th</sup> Street  
Peru, IL 61354

Form L

**TERM CONTRACT # 750785A**

Dear Vendor:

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

[X] RENEWAL OF CONTRACT based on SOLICITATION #750785/MB in accordance with all original terms, conditions, specifications and prices with no deviation.

The term of this contract is 11/16/2019 through 11/15/2020 and has an estimated dollar value of \$43,560.

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

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY03030500000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Failure to comply with the foregoing may result in a delay in processing payment.

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

Sincerely,

Tammy Smith  
Purchasing Manager

c: Vernetha Green, Water Utilities Department  
File

# DEPARTMENTAL EVALUATION FORM

Form J

DATE SENT: September 10, 2018	BUYER: Marva Brown
REFERENCE # RFQ 750785/MB	TITLE: Sodium Hexametaphosphate , Purchase and Delivery
USER DEPARTMENT: Water Utilities	USER CONTACT: Vernetha Green

EVALUATE ENCLOSED INFORMATION, SIGN, DATE AND RETURN BY: September 17, 2018

KEYS FOR DEPARTMENT'S EVALUATION (KEYS 2, 3 and 4 ONLY):

- (2) RESPONSIVE AND RESPONSIBLE OFFERER MEETING SPECIFICATIONS
- (3) NOT RESPONSIVE AND / OR RESPONSIBLE TO IFB / RFQ
- (4) NOT TECHNICALLY EVALUATED / IN EXCESS OF DEPARTMENT'S FUNDING LIMITS

The following responses have been opened and are attached for your evaluation:

LIST OFFERERS FROM LOWEST TO HIGHEST	TOTAL OFFER	EVALUATION KEY ONLY (SEE ABOVE)
Carus Corp	\$38,400 <i>.94</i>	(2)
Sterling Water Technologies, LLC	\$39,952 <i>.9988</i>	(2)
Shannon Chemical Corporation	\$42,800 <i>1.07</i>	(2)
Chemrite, Inc	\$43,600 <i>1.09</i>	(2)

If an offerer is deemed non-responsive, a detailed justification must be furnished below and / or attached. Generalities will not be accepted as sufficient justification.

REMARKS:  <i>40,000 lbs</i>
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Signature: *[Signature]*  
 Title: *Operations Mgr. DTP/lands*  
 Date: *9-11-2018*

Vernetha M. Green, MBA, CPPB  
 Palm Beach County - WUD  
 Support Services Coordinator

SEP 24 2018

APPROVED  
*Vernetha M. Green*

**Board of County Commissioners**

Melissa McKinlay, Mayor  
Mack Bernard, Vice Mayor  
Hal R. Valeche  
Paulette Burdick  
Dave Kerner  
Steven L. Abrams  
Mary Lou Berger



**County Administrator**

Verdenia C. Baker

**Purchasing Department**  
[www.pbcgov.org/purchasing](http://www.pbcgov.org/purchasing)

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**BOARD OF COUNTY COMMISSIONERS  
NOTICE OF SOLICITATION  
RFQ #750785/MB**

**SODIUM HEXAMETAPHOSPHATE, PURCHASE AND DELIVERY,  
TERM CONTRACT**

**RFQ SUBMISSION DATE: SEPTEMBER 7, 2018 AT 4:00 P.M.**

**\*\*\*\* FAXED OR E-MAILED RESPONSES ACCEPTABLE \*\*\*\***

It is the responsibility of the vendor to ensure that all pages are included. Therefore, all vendors are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to the Palm Beach County Purchasing Department.

Quotations are requested for furnishing the goods/services as described herein and in accordance with applicable terms, conditions and specifications as set forth herein without any modification, change or alterations to any terms, conditions or provisions of this solicitation, unless specifically approved in writing by the County.

By submitting an offer which is accepted by the County, a binding contract is formed in accordance with the terms, conditions and specifications as set forth in this Request for Quotation (RFQ)

**C A U T I O N**

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our VSS system. It is the vendor's sole responsibility to routinely check our VSS system for any amendments that may have been issued prior to the deadline for receipt of quotes.

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

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

**50 S. MILITARY TRAIL, SUITE 110, WEST PALM BEACH, FL 33415-3199**

**BOARD OF COUNTY COMMISSIONERS**  
**Palm Beach County**  
**REQUEST FOR QUOTATION**

<b>RFQ #750785/MB</b>	<b>TITLE: SODIUM HEXAMETAPHOSPHATE, PURCHASE AND DELIVERY, TERM CONTRACT</b>	
<b>BUYER: Marva Brown</b>		<b>PHONE (561) 616-6815</b>
<b>FAX (561) 242-6715</b>	<b>E-MAIL: <a href="mailto:mbrown@pbcgov.com">mbrown@pbcgov.com</a></b>	

\*\*\*\* FAXED OR E-MAILED RESPONSES ACCEPTABLE \*\*\*\*

To ensure that your offer is considered, it must be received in Palm Beach County Purchasing no later than **4:00 P.M., PALM BEACH COUNTY LOCAL TIME**, by the submission date. Offers received after this time will not be considered.

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

## GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR VENDORS

### GENERAL CONDITIONS

The following Terms and Conditions are applicable to this purchase order/contract entered into by and between Palm Beach County (referred to as County) and Vendor.

#### 1. CONDITIONED OFFERS

Vendors are cautioned that any condition, qualification, provision, or comment in their quote, or in other correspondence transmitted with their quote, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their quote and shall be considered as non-responsive.

#### 2. MODIFICATIONS

No modifications of this order/contract, including but not limited to these terms and conditions, shall be binding upon County unless approved by an authorized representative of County's Purchasing Department.

#### 3. ASSIGNMENTS

Assignments are prohibited unless prior written consent is given by the County and the Vendor.

#### 4. EXCUSABLE DELAYS

The County may grant additional time for any delay if the delay will not adversely impact the best interest of the County and is due to causes beyond the control of the Vendor. Such grant must be in writing and made part of the order/contract.

#### 5. DEFAULT

The County may, by written notice of default to the successful vendor, terminate the order/contract in whole or in part if the successful vendor fails to satisfactorily perform any provisions of this solicitation or resultant order/contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant order/contract, or provides repeated non-performance, or does not remedy such failure within a period of ten (10) days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this order/contract in whole or in part because of default of the successful vendor, the County may procure goods and/or services similar to those terminated, and the successful vendor shall be liable for any excess costs incurred due to this action.

If it is determined that the successful vendor was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful vendor), the rights and

obligations of the parties shall be those provided in "Termination For Convenience".

#### 6. TERMINATION FOR CONVENIENCE

The County may, whenever the interests of the County so require, terminate the order/contract, in whole or in part, for the convenience of the County upon five (5) days written notice to Vendor. Unless directed otherwise in the notice of termination, the Vendor shall incur no further obligations in connection with the order/contract.

#### 7. REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### 8. NO THIRD PARTY BENEFICIARY

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or successful vendor.

#### 9. FOB

The F.O.B. point shall be destination. If the County agrees, freight charges may be prepaid by the Vendor and listed on the invoice; however, Vendor retains title and assumes all responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

#### 10. PAYMENT TERMS

In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the successful vendor's quote must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>.



Payment shall be made by the County after goods / services have been received, accepted and properly invoiced as indicated in the contract and / or order. Invoices must bear the purchase order number. The Florida Prompt Payment Act is applicable to this solicitation. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.

**Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program.** For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at [pbcpaymentmgr@mypalmbeachclerk.com](mailto:pbcpaymentmgr@mypalmbeachclerk.com) or 561-355-3295.

#### 11. INVOICING

Successful vendors shall send **ALL ORIGINAL** invoices to the following address and may send copies of invoices to the Palm Beach County Department requesting the goods/services. Invoices submitted on carbon paper shall not be accepted.

**PALM BEACH COUNTY  
FINANCE DEPT.  
P.O. BOX 4036  
WEST PALM BEACH, FL 33402-4036**

#### 12. TAXES

The County is exempt from Federal and State taxes.

#### 13. PURCHASE ORDER

The County will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips and all correspondence concerning the order.

#### 14. ORDER/CONTRACT

Vendor agrees that by submitting an offer (i.e. Request for Quotation) which is accepted by the County (i.e. Purchase Order, Term Contract Notice) a binding contract is formed in accordance with the County's terms, conditions and specifications as set forth in the solicitation and this purchase order. Vendor certifies that the offer has been made by an officer or employee having the authority to bind the Vendor. Accordingly, payment will only be made to the company and the address as provided in the Vendor's offer unless prior written authorization is received from the County.

#### 15. PRICING

- (a) Unless specifically requested in the specifications, any response containing modifying or escalation clauses shall be rejected.
- (b) The price offered must be in accordance with the unit of measure provided on the response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your response.
- (c) Vendor warrants by virtue of submitting an offer that prices shall remain firm for a period of ninety (90) days from the date of opening to allow for evaluation and award.
- (d) Prices shall remain firm for the initial and any subsequent term.
- (e) All unit prices offered should be within two (2) decimal points. If vendor's pricing offered exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
- (f) In the event of mathematical error(s), the unit price shall prevail and the vendor's total offer shall be corrected accordingly. **QUOTES HAVING ERASURES OR CORRECTIONS MUST BE INITIALED BY THE VENDOR PRIOR TO SUBMISSION TIME. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE RFQ SHALL BE REJECTED.**

#### 16. DELIVERIES

Deliveries are to be made Monday through Friday, excluding holidays, unless otherwise stipulated.

#### 17. INSPECTION/ACCEPTANCE

All goods and/or services provided on this Purchase Order are subject to inspection and acceptance upon receipt or completion by an authorized representative of the County.

#### 18. QUANTITIES

Quantities specified in the order/contract cannot be changed without County approval. Goods shipped in excess of quantity designated may be returned at Vendor's expense.

#### 19. DISCRIMINATION PROHIBITED

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

#### 20. LEGAL REQUIREMENTS

The Vendor must strictly comply with all Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the goods and/or services provided herein. The UCC shall prevail as the basis for contractual obligations between the Vendor and the County for any terms and conditions not addressed. The County shall not be liable to the Vendor for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this order/contract, or from any other matter generated by or relating to this order/contract.

#### 21. CRIMINAL HISTORY RECORDS CHECK ORDINANCE

Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County shall conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees and subcontractors of vendors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as may be amended. The vendor is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the vendor acknowledges that its pricing offered includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

#### 22. PUBLIC ENTITY CRIMES

In accordance with the Florida Public Entity Crime Statute 287.132.133, persons and affiliates who are entering into a contract or performing any work in furtherance with Palm Beach County certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

#### 23. SBE PROGRAM

##### Item 1 – Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods and services to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a vendor being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

**Item 2 – Contract Award Criteria**

For purchases made as a result of this solicitation, the County shall make an award to the vendor who is certified as a small business with Palm Beach County and who is within 10% of the lowest responsive, responsible vendor, providing that the small business is also deemed responsive and responsible to the terms and conditions of the solicitation.

**Item 3 – SBE Certification**

Only those firms certified as a small business enterprise by Palm Beach County at the time of quote submission shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the vendor to confirm the certification of any proposed SBE; therefore, it is recommended that vendors visit the on-line Vendor Directory at [www.pbcgov.org/osba](http://www.pbcgov.org/osba) to verify SBE certification.

**Item 4 – Decertification**

As part of the consideration for quote award under the SBE Ordinance, any firm/proposer decertified by Palm Beach County shall be considered non-responsive to the SBE requirements.

**24. LOCAL PREFERENCE ORDINANCE**

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

- A. **Glades Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible quoter is a non-Glades business, all quotes received from responsive, responsible Glades businesses may be decreased by 5%. The original quote amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining ranking and award.
- B. **Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to quoters having a permanent place of business in Palm Beach County. If the lowest responsive, responsible quoter is a non-local business; all quotes received from responsive, responsible local businesses may be decreased by 5%. The original quote amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining ranking and award.
- C. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a quoter must have a permanent place of business in existence prior to the County's issuance of this Request for Quotation. A permanent place of business means that the quoter's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the quoter has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the quoter will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the quoter is exempt from the business tax receipt requirement by law, and will be used to verify that the quoter had a permanent place of business prior to the issuance of this Request for Quotation. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the quote at the time of quote submission. The Palm Beach County Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the quoter to not receive a local preference.

**25. INDEMNIFICATION**

To the extent authorized by law, Vendor shall indemnify, save and hold harmless the County, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Vendor, or its employees, agents, subcontractors or assignees pursuant to the terms and conditions of this order/contract.

**26. SAFETY DATA SHEETS (SDS)**

Any toxic substance provided to the County as a result of this solicitation or resultant order/contract shall be accompanied by its SDS.

**27. ENDORSEMENTS**

No endorsements by the County of the goods and/or services will be used by the Vendor in any way, manner or form.

**28. VENUE AND GOVERNING LAW**

Any and all legal action necessary to enforce the award or the resultant order/contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. Any and all legal action necessary to enforce the award or the resultant order/contract shall be governed by the laws of the State of Florida.

**29. PUBLIC RECORDS, ACCESS AND AUDITS**

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

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

The vendor shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Order/Contract. The County shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the Vendor's place of business.

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

- (a) Keep and maintain public records required by the County to perform services as provided under this Order/Contract.
- (b) Upon request from the County's Custodian of Public Records ("County's Custodian") or County's representative/liaison, on behalf of the County's Custodian, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law. The Vendor further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- (c) Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Order/Contract term and following completion of the Order/Contract, if the Vendor does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the County.
- (d) Upon completion of the Order/Contract, the Vendor shall transfer, at no cost to the County, all public records in possession of the Vendor unless notified by County's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records

required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Order/Contract, the Vendor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Order/Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically by the Vendor must be provided to the County, upon request of the County's Custodian or the County's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of County, at no cost to County.

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

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ORDER/CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

### **30. SALES PROMOTIONS / PRICE REDUCTIONS / MOST FAVORED CUSTOMER**

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

### **31. PERFORMANCE DURING EMERGENCY**

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

### **32. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS**

Pursuant to Palm Beach County Code, Section 2-421-2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect

corruption and fraud.

### **33. BUSINESS INFORMATION**

If vendor is a Joint Venture for the goods/services described herein, vendor shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

### **34. ANNUAL APPROPRIATIONS**

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

### **35. CONFLICT OF INTEREST**

Vendor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required by this contract as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. Vendor further represents that no person having any conflict of interest shall be employed for said performance or services. Vendors shall disclose the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, vendor shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the vendor's firm or any of its branches.

### **36. SCRUTINIZED COMPANIES**

As provided in F.S. 287.135, by entering into an Order/Contract or performing any work in furtherance hereof, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

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

### **37. RFQ SUBMISSION**

All responses must be submitted on the provided Request for Quotation "Response" Form. Responses on vendor letterhead/quotation forms shall not be accepted. Responses must be typewritten, or written in ink and must be signed by an agent of the company having authority to bind the company or firm. FAILURE TO SIGN THE RESPONSE FORM WHERE INDICATED SHALL BE CAUSE FOR REJECTION OF THE RFQ. Responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble.

### **38. CERTIFICATIONS, LICENSES AND PERMITS**

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

## **SPECIAL CONDITIONS**

### **39. GENERAL / SPECIAL CONDITION PRECEDENCE**

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

### **40. AWARD (ALL-OR-NONE)**

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an all-or-none, total offer basis.

### **41. METHOD OF ORDERING (TERM CONTRACT)**

A contract shall be issued for a term of twelve (12) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

### **42. F.O.B. POINT**

The F.O.B. point shall be destination. Exact delivery point will be indicated on the purchase order or term contract delivery order (DO). Bid responses showing other than F.O.B. destination shall be rejected. Bidder retains title and assumes all transportation charges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

### **43. ADDITION / DELETION OF DELIVERY LOCATIONS**

Palm Beach County reserves the right to add or delete delivery locations (including locations within the Glades) during the term of the contract at its sole discretion. Additional locations shall be based on price per pound offered on the Bid Response page, and shall not exceed the original expiration date of the contract. Additional sites may be subject to renewal options.

### **44. DELIVERY**

Delivery shall be required within fifteen (15) calendar days after receipt of term contract delivery order (DO) unless a modified delivery date has been requested by the successful bidder and approved in writing by the Purchasing Director or his/her designee. Failure of the successful bidder to perform to the delivery requirement is sufficient cause for default and termination of the contract.

### **45. AS SPECIFIED**

A purchase order or term contract delivery order (DO) will be issued to the successful bidder with the understanding that all items delivered must meet the specifications herein. Palm Beach County will return, at the expense of the successful bidder, items not delivered as specified.

At the option of Palm Beach County, item(s) from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. Bidders shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.

### **46. QUANTITY**

The quantities shown are estimated. Palm Beach County reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. Unless stipulated otherwise, Palm Beach County will accept NO minimum order requirements. Additionally, bidders are cautioned to bid in accordance with the unit specified on the bid response page.

### **47. RENEWAL OPTION**

The successful bidder shall be awarded a contract for twelve (12) months with the option to renew for four (4) additional twelve (12) month period(s). The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. The unit prices bid shall apply for the initial term and each renewal period. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if the successful bidder is suspended by the Purchasing Department prior to the commencement of the renewal period.

### **48. INFORMATION AND DESCRIPTIVE LITERATURE**

Bidder shall enter the product name and number on the bid response page. If a bidder does not fill in the product name and number offered for any item, or enters any wording other than the product name and number, the item shall be rejected. Additionally, the bidder shall submit with their bid response, cut sheets, sketches, descriptive literature and/or

complete specifications for said item(s). Literature shall provide matching product numbers to those offered on the Bid Response page and sufficient detail to verify compliance to bid specifications. The failure of the descriptive literature to show that the item(s) offered conforms to the requirements of this solicitation shall result in the rejection of the bid. Reference to literature submitted with a previous bid shall not satisfy this provision. The County reserves the sole right to determine acceptance of offered item(s).

Note: At the sole discretion of Palm Beach County, samples may be requested, after bid submittal, to complete and/or verify compliance to bid specifications.

#### **49. WORK SITE SAFETY/SECURITY**

The successful bidder shall at all times guard against damage or loss to the property of Palm Beach County, the bidder's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the successful bidder shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, successful bidder shall provide for the prompt removal of all debris from Palm Beach County property. Palm Beach County may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or its agents.

#### **50. INSURANCE REQUIRED**

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Insurance Tracking Services, Inc. (ITS), P.O. Box 20270, Long Beach, CA 90801. Subsequently, the successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to ITS at [pbcc@instracking.com](mailto:pbcc@instracking.com) or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

**Commercial General Liability Insurance.** Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than \$500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

**Business Auto Liability Insurance.** Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than \$500,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the bidder indicating either the bidder does not own any vehicles, and if vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

**Workers' Compensation and Employer's Liability Insurance.** Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request). Failure to provide required insurance shall render your bid non responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract.

All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

Bidder shall agree that all insurance coverage required herein shall be provided by Bidder to County on a primary basis.

**SPECIFICATIONS**  
**RFQ #750785/MB**

**SODIUM HEXAMETAPHOSPHATE, PURCHASE AND DELIVERY,  
TERM CONTRACT**

**PURPOSE AND INTENT**

The sole purpose and intent of this Request for Quotation (RFQ) is to secure firm, fixed pricing and establish a term contract for the purchase and delivery of Sodium Hexametaphosphate for Palm Beach County.

**COUNTY'S RESPONSIBILITIES**

The County shall order on an as needed basis.

The County shall off load with forklift. Pallets shall be capable of being off loaded by county personnel with a county owned forklift.

**SUCCESSFUL BIDDER'S RESPONSIBILITIES**

The successful bidder shall adhere to the terms, conditions and requirements herein.

**TECHNICAL REQUIREMENTS**

Sodium Hexametaphosphate (Sodium Polyphosphate, Glassy) shall be in accordance with ANSI/AWWA B502-94 effective date August 1, 1995 or latest edition.

Per Section 2. of the AWWA:

Material: Section 2.2.1 Form and Size

Glass plates. Plates 1/16" to 1/4" (1.6 mm to 6.3mm) thick and up to about 2" (50mm) across.

**INFORMATION AND DESCRIPTIVE LITERATURE**

Bidder shall enter the product name and number on the bid response page. If a bidder does not fill in the product name and number offered for any item, or enters any wording other than the product name and number, the item shall be rejected. **Additionally, the bidder shall submit with their bid response, cut sheets, sketches, descriptive literature and/or complete specifications for said item(s). Literature shall provide matching product numbers to those offered on the Bid Response page and sufficient detail to verify compliance to bid specifications.** The failure of the descriptive literature to show that the item(s) offered conforms to the requirements of this solicitation shall result in the rejection of the bid. Reference to literature submitted with a previous bid shall not satisfy this provision. The County reserves the sole right to determine acceptance of offered item(s).

**DELIVERY**

Bags shall be palletized with 40 to 50 bags per pallet and shall be delivered in 50 pound multiwall paper bags.

**CURRENT DELIVERY LOCATIONS:**

Water Treatment Plant System #2  
2956 Pinehurst Drive  
West Palm Beach, FL 33467  
Patti Brock (561) 968-9335

Water Treatment Plant System #8  
1500 Jog Road  
West Palm Beach, FL 33415  
Tim McAleer (561) 233-1353

**RESPONSE PAGE**  
**RFQ # 750785/MB**

**SODIUM HEXAMETAPHOSPHATE, PURCHASE AND DELIVERY,  
TERM CONTRACT**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL OFFER
1.	SODIUM HEXAMETAPHOSPHATE DELIVERED IN 50 POUND BAGS, AS SPECIFIED HEREIN				
	BRAND OFFERED: Innophos' Sodium Hexametaphosphate, Glassy (Vitrafos)	40,000	LB	\$ <u>0.96</u>	\$ <u>38,400.00</u>
	BRAND MODEL # OFFERED: <u>2412-004</u>				

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Information and Descriptive Literature is attached and that the manufacturer/brand and part/model number offered matches the descriptive literature provided by vendor, per Term # 48? YES/INITIAL B

Acknowledge Insurance requirements, per Term # 50?

YES/INITIAL B

All unit prices bid should be within two (2) decimal points. If vendor's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

**\* PLEASE AFFIX SIGNATURE WHERE INDICATED  
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR RFQ)**

By signature on this document, vendor acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's RFQ solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to the submission time.

Per General Term and Condition #33, if vendor is a Joint Venture for the goods/services described herein, vendor shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

FIRM NAME: (Enter the entire legal name of the quoting entity)

DATE:

Carus Corporation

September 6, 2018

**\* SIGNATURE:**

*Barbie Smith*

PRINT NAME: Barbie Smith

PRINT TITLE: Bid Channel Manager

ADDRESS: 315 Fifth Street

CITY / STATE: Peru, IL

ZIP CODE: 61354

TELEPHONE # ( 815 ) 223-1500

E-MAIL: bids@caruscorporation.com

TOLL FREE # ( 800 ) 435-6856

FAX #: ( 815 ) 224-6697

APPLICABLE  
LICENSE(S)

NUMBER # F00000002688

TYPE: Authorization to transact business in FL.

FEDERAL ID # 36-0877400



**DRUG-FREE WORKPLACE CERTIFICATION**  
**RFQ #750785/MB**

**IDENTICAL TIE BIDS/QUOTES** - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/quotes the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids/quotes are received from vendors who have not submitted with their bids/quotes a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids/quotes.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/quote, and received on or before the published bid/quote submission deadline to be considered. The failure to execute and/or return this certification shall not cause any bid/quote to be deemed non-responsive.

Whenever two (2) or more bids/quotes which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/quote received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Barbie Smith the  
 (Individual's Name)

Bid Channel Manager of Carus Corporation  
 (Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

  
 Signature Barbie Smith

September 6, 2018  
 Date



**CERTIFICATION OF BUSINESS LOCATION**  
**RFQ # 750785/MB**

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) quoters having a permanent place of business in Palm Beach County ("County") or (2) quoters having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, quoters must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the quoter to provide the goods/services being solicited by the County, and will be used to verify that the quoter had a permanent place of business prior to the issuance of the solicitation. The quoter must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the quoter to not receive a local preference.

In instances where the quoter is exempt by law from the requirement of obtaining a Business Tax Receipt, the quoter must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the quoter had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said quoters for additional information related to this requirement after the quote due date.

I. Quoter is a: \_\_\_\_\_

Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

\_\_\_\_\_ Headquarters located in Palm Beach County  
\_\_\_\_\_ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

\_\_\_\_\_ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

\_\_\_\_\_ Headquarters located in the Glades  
\_\_\_\_\_ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of quoter's County Business Tax Receipt verifies quoter's permanent place of business.

THIS CERTIFICATION is submitted by \_\_\_\_\_, as  
(Name of Individual)

\_\_\_\_\_, of \_\_\_\_\_  
(Title/Position) (Firm Name of Quoter)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the quoter on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the quoter.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

# *State of Florida*

## *Department of State*

I certify from the records of this office that CARUS CORPORATION is a Delaware corporation authorized to transact business in the State of Florida, qualified on May 15, 2000.

The document number of this corporation is F00000002688.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on March 29, 2016, and that its status is active.

I further certify that said corporation 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 Ninth day of August, 2016*



*Ken DeFuria*  
**Secretary of State**

Tracking Number: CU1623995265

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

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



**SODIUM HEXAMETAPHOSPHATE  
REGULAR CHAIN  
TECHNICAL GRADE**

<b>DESCRIPTION</b>	Sodium Polyphosphates Glassy is an anhydrous, amorphous product. It is available in glass plates, in granular (crushed) and in powdered forms. It complies with the chemical specifications of the American Water Works Association standard B502-01. It has been certified by the NSF International for use in the treatment of drinking water at a maximum dosage of 11.1 mg/L.
<b>USES</b>	<u>Leather</u> ✓Water treating and preparation of hides for training <u>Water Treatment</u> ✓Sequestrant for alkali metals, corrosion control, scale control, softening, red and black water control. <u>Petroleum</u> ✓Deflocculating agent in oil well drilling muds. <u>Refractory</u> ✓Binding agent <u>Textile</u> ✓Sequestering agent used in processing of various goods.
<b>NOMENCLATURE</b>	Sodium Hexametaphosphate Sodium Polyphosphate, Glassy
<b>FORMULA</b>	$(\text{NaPO}_3)_n \cdot \text{Na}_2\text{O}$ ( $n$ =average chain length)
<b>CAS NUMBER (SOLUTE)</b>	68915-31-1 10124-56-8 (alternate)
<b>CAS INDEX NAME</b>	Polyphosphoric Acid, Sodium Salt Sodium Hexametaphosphate (alternate)
<b>E/INS NUMBER</b>	452 (i)



[www.innophos.com](http://www.innophos.com)

**SODIUM HEXAMETAPHOSPHATE  
REGULAR CHAIN  
TECHNICAL GRADE**

**RE-TEST DATE** 24 months (In closed containers under warehouse conditions. Protect from temperature extremes.)

**CERTIFICATES** Includes NAFTA, NSF and others.

**LABEL DECLARATION** Sodium Polyphosphates

**GRADE** Technical

**MANUFACTURING LOCATION(S)** Waterway (Chicago, IL)

**SHIPPING POINTS** Chicago Heights, IL

**CONTAINERS** 50 lb net weight paper bags (40 bags per pallet)  
Super Sack (2,000 lb sack, 1 per pallet)  
Other containers may be available upon request

**SPECIFICATIONS**

P <sub>2</sub> O <sub>5</sub> , %	65% min.	
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**TYPICAL PROPERTIES**

pH (1% solution)	6.9		
Solubility (25° C)	Very soluble in water		
Average chain length	10		
Sieving %	Powered	Crushed	Glass
On 20 mesh	-	Trace	Plates having approximate size of:
On 60 mesh	2%	-	Width – 1/2 inch
Through 80 mesh	-	7%	Thickness – 1/8 inch
Through 100 mesh	90%	-	
Bulk density (loose) (lbs per cu/ft)	75	75	85

3/2/09

Innophos, Inc.  
P.O. Box 8000  
Cranbury, NJ 08512-8000, USA



All information is offered in good faith, without guarantee or obligation for the accuracy or sufficiency thereof, or the results obtained, and is accepted at user's risk. Nothing herein shall be construed as a recommendation for uses which infringe valid patents or as extending license under valid patents.



## SAFETY DATA SHEET

### Sodium Hexametaphosphate

Prepared to U.S. OSHA, CMA, ANSI, Canadian WHMIS Standards, Australian WorkSafe, Japanese Industrial Standard JIS Z 7250:2000, Uruguay (Decree 307/2009 as amended by Decree 346/2011), SDS standards for Brazil (ABNT NRB 14725-4: 2014), and European Directives

## SECTION 1. PRODUCT IDENTIFICATION

### 1.1 TRADE NAME (AS LABELED):

#### SYNONYMS:

### **Sodium Hexametaphosphate**

Graham's Salt; Sodium Polymetaphosphate; Sodium Polyphosphates Glassy; Vitrafos; Sodium Hexametaphosphate Food Grade; Sodium Hexametaphosphate Tech Grade; Sodium Hexametaphosphate FCC; Sodium Hexametaphosphate EC; Sodium Hexametaphosphate Glass; Sodium Hexametaphosphate Granular; Sodium Hexametaphosphate Crushed; Sodium Hexametaphosphate Powder; Sodium Hexametaphosphate Regular Chain; Sodium Hexametaphosphate Medium Chain; Sodium Hexametaphosphate Long Chain

#### CAS#

68915-31-1

#### EC NUMBER:

272-808-3

#### REACH PRE-REGISTRATION #:

05-2118797653-24-0000

### 1.2 PRODUCT USE:

Water Treatment. Food: Sequestrant and preservative adjunct for use in dairy, beverage, and miscellaneous foods; Sequestrant for alkali metals, corrosion control, scale control, softening, red and black water control. Petroleum: Deflocculating agent in oil well drilling muds. Textile: Sequestering agent used in processing of various goods. Refractory: Binding Agent.

### 1.3 MANUFACTURER'S NAME:

#### ADDRESS:

259 Prospect Plains Rd. Bldg A, Cranbury, NJ 08512

#### BUSINESS PHONE:

1-609-495-2495

#### WEB SITE INFORMATION:

[www.innophos.com](http://www.innophos.com)

#### RESPONSIBLE PARTY - EU

Envigo Consulting Ltd

Woolley Road

Alconbury, Cambridgeshire PE28 4HS

United Kingdom

[Info.consulting@envigo.com](mailto:Info.consulting@envigo.com)

Telephone (General) I +44 (0) 1954 212132

### 1.4 EMERGENCY PHONE NUMBERS:

800-424-9300 (CHEMTREC U.S. and Canada – 24 Hrs)

+1 703-527-3887 (CHEMTREC outside the USA and Canada – 24 Hrs)

615-386-7816 – Innophos Emergency Communication Team (ECT)

01-800-00214 00 (SETIQ in Mexico – 24 hrs)

#### DATE OF CURRENT REVISION:

April 30, 2018

#### DATE OF LAST REVISION:

March 7, 2014

## SECTION 2. HAZARD IDENTIFICATION

**EMERGENCY OVERVIEW:** This product is a white powder with no odor.

**Health Hazards:** None anticipated.

**Flammability Hazards:** This product is not flammable.

**Reactivity Hazards:** None.

**Environmental Hazards:** This product is not expected to have adverse effects to the aquatic environment.

### 2.1 GHS LABELING AND CLASSIFICATION:

This product does not meet the definition of a hazardous substance or preparation as defined by 29 CFR 1910.1200 and regulation (EU) No. 2015/830 and regulation (EC) No. 1272/2008.

#### **Index Number:**

EC# 272-808-3 is not listed in Annex VI

Substances not listed either individually or in group entries must be self-classified.

#### **Component(s) Contributing to Classification(s)**

None applicable

### 2.2 LABEL ELEMENTS

GHS Hazard Symbol(s)

None

Signal Word: None



# SAFETY DATA SHEET

Sodium Hexametaphosphate

**GHS Hazard Classification(s):**

Not Classified

**Hazard Statement(s):**

None

**Prevention Statement(s):**

None

**Response Statement(s):**

None

**Storage Statement(s):**

None

**Disposal Statement(s):**

None

**2.3 OTHER HAZARDS:**

None Applicable

## SECTION 3. COMPOSITION AND INFORMATION ON INGREDIENTS

Hazardous Ingredients:	WT %	CAS#	EINECS #	Hazard Classification
Polyphosphoric acids, sodium salts	100%	68915-31-1	282-808-3	None

## 4. FIRST-AID MEASURES

**4.1 DESCRIPTION OF FIRST AID MEASURES:**

**EYE CONTACT:** If product enters the eyes, open eyes while under gentle running water for several minutes. Remove contact lenses if present and easy to do. Continue rinsing for at least 15 minutes. Seek medical attention.

**SKIN CONTACT:** Wash skin thoroughly after handling. Seek medical attention if irritation develops and persists. Remove contaminated clothing. Launder before re-use.

**INHALATION:** If breathing becomes difficult, remove victim to fresh air. If necessary, use artificial respiration to support vital functions. Seek medical attention.

**INGESTION:** If large quantities of this product is swallowed, call physician or poison control center for most current information. If professional advice is not available, do not induce vomiting. Never induce vomiting or give diluents (milk or water) to someone who is unconscious, having convulsions, or who cannot swallow. Seek medical advice. Take a copy of the label and/or SDS with the victim to the health professional.

**MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE:** Pre-existing skin, respiratory system or eye problems may be aggravated by prolonged contact.

**4.2 SYMPTOMS AND EFFECTS, BOTH ACUTE AND DELAYED:**

Exposure to skin and eyes may cause mechanical irritation.

**4.3 RECOMMENDATIONS TO PHYSICIANS:**

Treat symptoms and eliminate overexposure.

## SECTION 5. FIRE-FIGHTING MEASURES

**5.1 FIRE EXTINGUISHING MATERIALS:**

Use fire extinguishing methods below:

<u>Water Spray:</u>	Yes	<u>Carbon Dioxide:</u>	Yes
<u>Foam:</u>	Yes	<u>Dry Chemical:</u>	Yes
<u>Halon:</u>	Yes	<u>Other:</u>	Any "C" Class

**5.2 UNUSUAL FIRE AND EXPLOSION HAZARDS:**

Under normal use, no special measures are required.

Explosion Sensitivity to Mechanical Impact: No

Explosion Sensitivity to Static Discharge: No

**5.3 SPECIAL FIRE-FIGHTING PROCEDURES:**

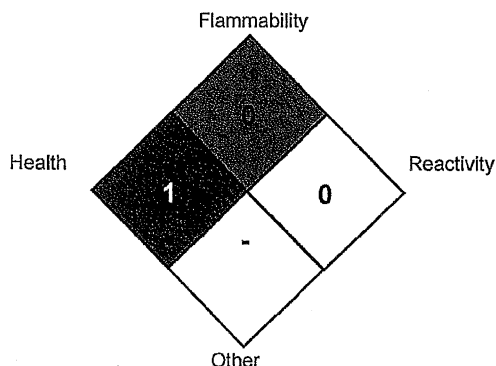
Incipient fire responders should wear eye protection. Structural firefighters must wear Self-Contained Breathing Apparatus and full protective equipment. Isolate materials not yet involved in the fire and protect personnel. Move containers from fire area if this can be done without risk; otherwise, cool with carefully applied water spray. If possible, prevent runoff water from entering storm drains, bodies of water, or other environmentally sensitive areas.



# SAFETY DATA SHEET

Sodium Hexametaphosphate

## NFPA RATING SYSTEM



Hazard Scale: 0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe \* = Chronic hazard

## HMIS RATING SYSTEM

HAZARDOUS MATERIAL IDENTIFICATION SYSTEM			
HEALTH HAZARD (BLUE)	1		
FLAMMABILITY HAZARD (RED)	0		
PHYSICAL HAZARD (YELLOW)	0		
PROTECTIVE EQUIPMENT			
EYES	RESPIRATORY	HANDS	BODY
	See Sect 8		See Sect 8
For Routine Industrial Use and Handling Applications			

## SECTION 6. ACCIDENTAL RELEASE MEASURES

### 6.1 PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT AND EMERGENCY PROCEDURES:

To prevent skin and eye contact under the foreseeable conditions of use, wear appropriate protective clothing and safety eyewear. When handling, do not eat, drink, or smoke. Wash thoroughly after handling. Handle in a well-ventilated work area.

### 6.2 ENVIRONMENTAL PRECAUTIONS:

If possible, prevent entry to sewers, storm drains, surface waters, and soils.

### 6.3 SPILL AND LEAK RESPONSE:

Spilled product should be removed immediately to avoid formation of dust. Remove by mechanical means (i.e. vacuuming). Dilute remainder with plenty of water (avoid formation of aerosols). Ensure sufficient ventilation. Wash contaminated clothing.

## SECTION 7. HANDLING and STORAGE

### 7.1 PRECAUTIONS FOR SAFE HANDLING:

To prevent skin and eye contact under the foreseeable conditions of use, wear appropriate protective clothing and safety eyewear. When handling, do not eat, drink, or smoke. Wash thoroughly after handling. Handle in a well-ventilated work area.

### 7.2 STORAGE AND HANDLING PRACTICES:

Keep away from incompatible materials. Keep in a dry, well-ventilated area in closed containers. Protect containers from physical damage.

### 7.3 SPECIFIC USES:

See Section 1.2.

## SECTION 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

### 8.1 EXPOSURE PARAMETERS:

Chemical Name	CAS#	ACGIH TLV	OSHA TWA	EH40 TWA
Polyphosphoric acids, sodium salts	68915-31-1	Not Listed	Not Listed	Not Listed

#### PARTICULATES NOT OTHERWISE REGULATED RESPIRABLE FRACTION

OSHA	<u>TWA</u> 5 mg/m <sup>3</sup>	NOM 010 STPS 2015	<u>TWA</u> 3 mg/m <sup>3</sup>
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#### PARTICULATES NOT OTHERWISE REGULATED TOTAL DUST

OSHA	<u>TWA</u> 15 mg/m <sup>3</sup>	NOM 010 STPS 2015	<u>TWA</u> 10 mg/m <sup>3</sup>
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## SAFETY DATA SHEET

Sodium Hexametaphosphate

### 8.2 EXPOSURE CONTROLS:

**VENTILATION AND ENGINEERING CONTROLS:** Use with adequate ventilation to ensure exposure levels are maintained below the limits provided above.

*The following information on appropriate Personal Protective Equipment is provided to assist employers in complying with OSHA regulations found in 29 CFR Subpart I (beginning at 1910.132) or equivalent standard of Canada, or standards of EU member states (including EN 149 for respiratory PPE, and EN 166 for face/eye protection), and those of Japan. Please reference applicable regulations and standards for relevant details.*

**RESPIRATORY PROTECTION:** Not required for properly ventilated areas. Maintain airborne contaminant concentrations below guidelines listed above, if applicable. If necessary, use only respiratory protection authorized in the U.S. Federal OSHA Respiratory Protection Standard (29 CFR 1910.134), equivalent U.S. State standards, Canadian CSA Standard Z94.4-93, the European Standard EN149, or EU member states.

**EYE PROTECTION:** Safety glasses or goggles are recommended. If necessary, refer to U.S. OSHA 29 CFR 1910.133, Canadian Standards, and the European Standard EN166, Australian Standards, or relevant Japanese Standards.

**HAND PROTECTION:** Gloves are recommended to prevent skin contact. If necessary, refer to U.S. OSHA 29 CFR 1910.138, the European Standard DIN EN 374, the appropriate Standards of Canada, Australian Standards, or relevant Japanese Standards.

**BODY PROTECTION:** Use body protect appropriate to task being performed. If necessary, refer to appropriate Standards of Canada, or appropriate Standards of the EU, Australian Standards, or relevant Japanese Standards. If a hazard of injury to the feet exists due to falling objects, rolling objects, where objects may pierce the soles of the feet or where employee's feet may be exposed to electrical hazards, use foot protection, as described in U.S. OSHA 29 CFR 1910.136.

## SECTION 9. PHYSICAL and CHEMICAL PROPERTIES

### 9.1 INFORMATION ON BASIC PHYSICAL AND CHEMICAL PROPERTIES:

**APPEARANCE (Physical State) and COLOR:** This product is a white powder

**ODOR:** Odorless

**ODOR THRESHOLD:** Not Available

**pH:** 7

**MELTING/FREEZING POINT:** 628°C(1162.4°F)

**BOILING POINT:** Not Available

**FLASH POINT:** Not available

**EVAPORATION RATE (n-BuAc=1):** Not Available

**FLAMMABILITY (SOLID, GAS):** Not Applicable

**UPPER/LOWER FLAMMABILITY OR EXPLOSION LIMITS:** Not Available

**VAPOR PRESSURE (mm Hg @ 20°C (68°F):** Not Available

**VAPOR DENSITY:** Not Available

**RELATIVE DENSITY:** Not Available

**SPECIFIC GRAVITY:** Not Available

**SOLUBILITY IN WATER:** Soluble

**WEIGHT PER GALLON:** Not Available

**PARTITION COEFFICIENT (n-octanol/water):** Not Available

**AUTO-IGNITION TEMPERATURE:** Not Available

**DECOMPOSITION TEMPERATURE:** Not Available

**VISCOSITY:** Not Available

**OXIDIZING PROPERTIES:** Not an Oxidizer

**EXPLOSIVE PROPERTIES:** Not Available

### 9.2 OTHER INFORMATION:

No additional information available at this time.

## SECTION 10. STABILITY and REACTIVITY

### 10.1 REACTIVITY:

No data available.

### 10.2 STABILITY:

Stable under conditions of normal storage and use.

### 10.3 POSSIBILITY OF HAZARDOUS REACTIONS:

Will not occur.

### 10.4 CONDITIONS TO AVOID:

Dusting conditions, extreme humidity.





# SAFETY DATA SHEET

Sodium Hexametaphosphate

## 10.5 MATERIALS WITH WHICH SUBSTANCE IS INCOMPATIBLE:

None known

## 10.6 HAZARDOUS DECOMPOSITION PRODUCTS:

Oxides of sodium and phosphorus.

## SECTION 11. TOXICOLOGICAL INFORMATION

### 11.1 INFORMATION ON TOXICOLOGICAL EFFECTS:

#### TOXICITY DATA:

CAS 68915-31-1:

Oral-Rat LD50:

3053 mg/kg

Acute toxicity	Based on available data, the classification criteria are not met
Skin corrosion / irritation	Based on available data, the classification criteria are not met
Serious eye damage / irritation	Based on available data, the classification criteria are not met
Respiratory or skin sensitization	Based on available data, the classification criteria are not met
Germ cell mutagenicity	Based on available data, the classification criteria are not met
Carcinogenicity	Based on available data, the classification criteria are not met
Reproductive toxicity	Based on available data, the classification criteria are not met
STOT-single exposure	Based on available data, the classification criteria are not met
STOT-repeated exposure	Based on available data, the classification criteria are not met
Aspiration hazard	Based on available data, the classification criteria are not met

**ROUTE OF EXPOSURE:** The most significant routes of overexposure for this product are by contact with the skin or eyes. The symptoms of overexposure are described in the following paragraphs.

#### **ACUTE:**

**INHALATION:** None anticipated.

**CONTACT WITH SKIN:** Exposure to skin may cause mechanical irritation.

**EYE CONTACT:** Contact with the eyes may cause mechanical irritation.

**INGESTION:** Ingestion of large quantities may cause abdominal cramps, nausea, vomiting, diarrhea

**CHRONIC:** No data available.

**TARGET ORGANS:** Acute: Skin, Eyes Chronic: No data available.

**SUSPECTED CANCER AGENT:** Ingredients within this product are not found on the following lists: FEDERAL OSHA Z LIST, NTP, IARC, or CAL/OSHA and therefore are not considered to be, nor suspected to be, cancer-causing agents by these agencies.

**IRRITANCY OF PRODUCT:** This product may be irritating to skin and eyes.

**SENSITIZATION TO THE PRODUCT:** No information available for this product.

**REPRODUCTIVE TOXICITY INFORMATION:** No specific information is available concerning the effects of this product and its components on the human reproductive system.

## SECTION 12. ECOLOGICAL INFORMATION

### 12.1 TOXICITY:

No specific data available on this product.

### 12.2 PERSISTENCE AND DEGRADABILITY:

No specific data available on this product.

### 12.3 BIOACCUMULATIVE POTENTIAL:

No specific data available on this product.

### 12.4 MOBILITY IN SOIL:

No specific data available on this product.

### 12.5 RESULTS OF PBT AND vPvB ASSESSMENT:

No specific data available on this product.

### 12.6 OTHER ADVERSE EFFECTS:

No specific data available on this product.

### 12.7 WATER ENDANGERMENT CLASS:

No data available. At present there are no ecotoxicological assessments for this product.



# SAFETY DATA SHEET

Sodium Hexametaphosphate

## SECTION 13. DISPOSAL CONSIDERATIONS

### 13.1 WASTE TREATMENT METHODS:

Waste disposal must be in accordance with appropriate U.S. Federal, State, and local regulations, those of Canada, Australia, EU Member States and Japan.

### 13.2 EU WASTE CODE:

Not determined.

## SECTION 14. TRANSPORTATION INFORMATION

### US DOT, IATA, IMO, ADR:

**14.1 U.S. DEPARTMENT OF TRANSPORTATION (DOT) SHIPPING REGULATIONS:** This product is classified (per 49 CFR 172.101) by the U.S. Department of Transportation, as follows.

**UN IDENTIFICATION NUMBER:** None  
**PROPER SHIPPING NAME:** Non-Regulated Material  
**HAZARD CLASS NUMBER and DESCRIPTION:** None  
**UN IDENTIFICATION NUMBER:** None  
**PACKING GROUP:** None  
**DOT LABEL(S) REQUIRED:** None  
**NORTH AMERICAN EMERGENCY RESPONSE GUIDEBOOK NUMBER:** None  
**RQ QUANTITY:** None

**MARINE POLLUTANT:** The components of this product are not designated by the Department of Transportation to be Marine Pollutants (49 CFR 172.101, Appendix B).

**INTERNATIONAL AIR TRANSPORT ASSOCIATION SHIPPING INFORMATION (IATA):** This product is not considered as dangerous goods.

**INTERNATIONAL MARITIME ORGANIZATION SHIPPING INFORMATION (IMO):** This product is not considered as dangerous goods.

**EUROPEAN AGREEMENT CONCERNING THE INTERNATIONAL CARRIAGE OF DANGEROUS GOODS BY ROAD (ADR):** This product is not considered by the United Nations Economic Commission for Europe to be dangerous goods

## SECTION 15. REGULATORY INFORMATION

### 15.1 SAFETY, HEALTH AND ENVIRONMENTAL REGULATIONS SPECIFIC FOR THE SUBSTANCE OR MIXTURE:

#### UNITED STATES REGULATIONS:

**U.S. SARA REPORTING REQUIREMENTS:** The components of this product are subject to the reporting requirements of Sections 302, 304, and 313 of Title III of the Superfund Amendments and Reauthorization Act as follows: None

**U.S. SARA 311/312:** None

**U.S. SARA THRESHOLD PLANNING QUANTITY:** There are no specific Threshold Planning Quantities for the components of this product.

**U.S. CERCLA REPORTABLE QUANTITY (RQ):** None

**U.S. TSCA INVENTORY STATUS:** The components of this product are listed on the TSCA Inventory or are exempted from listing.

**OTHER U.S. FEDERAL REGULATIONS:** None known

**CALIFORNIA SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT (PROPOSITION 65):** No ingredients in this product are on the Proposition 65 lists.

#### 15.2 CANADIAN REGULATIONS:

**CANADIAN DSL/NDL INVENTORY STATUS:** Components are DSL Listed, NDSL Listed and/or are exempt from listing.

**OTHER CANADIAN REGULATIONS:** Not applicable.

**CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS:**

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all of the information required by those regulations.

**CANADIAN WHMIS CLASSIFICATION and SYMBOLS:** This product is classified per WHMIS 2015 Controlled Product Regulations.

#### 15.3 EUROPEAN ECONOMIC COMMUNITY INFORMATION:

This product does not meet the definition of a hazardous substance or preparation as defined by the European Union Council Directives 67/548/EEC, 1999/45/EC, 1272/2008/EC and subsequent Directives.

See Section 2 for Details

#### CHEMICAL SAFETY ASSESSMENT :

No Chemical Safety Assessment has been carried out for this substance/mixture by the supplier.

**15.4 AUSTRALIAN INFORMATION FOR PRODUCT:** Components of this product are listed on the International Chemical Inventory list.



## SAFETY DATA SHEET

Sodium Hexametaphosphate

### 15.5 JAPANESE INFORMATION FOR PRODUCT:

**JAPAN INDUSTRIAL SAFETY AND HEALTH LAW:** This product has been classified per the Japan Industrial Safety and Health Law. See Section 2 for the GHS Classification.

### 15.6 INTERNATIONAL CHEMICAL INVENTORIES:

Listing of the components on individual country Chemical Inventories is as follows:

Asia-Pac: Listed

Australian Inventory of Chemical Substances (AICS): Listed

Korean Existing Chemicals List (ECL): Listed

Japanese Existing National Inventory of Chemical Substances (ENCS): Listed

Philippines Inventory of Chemicals and Chemical Substances (PICCS): Listed

Swiss Giftliste List of Toxic Substances: Not Listed

U.S. TSCA: Listed

Mexican Inventory of chemical substances (NOM 010 STPS 2015): Listed

## SECTION 16. OTHER INFORMATION

PREPARED BY: Chris Eigbrett  
DATE OF PRINTING: April 30, 2018

MSDS to GHS Compliance  
[www.MSDStoGHS.com](http://www.MSDStoGHS.com)

The information contained herein is believed to be accurate but is not warranted to be so. Data and calculations are based on information furnished by the manufacturer of the product and manufacturers of the components of the product. Users are advised to confirm in advance of the need that information is current, applicable and suited to the circumstances of use. Innophos assumes no responsibility for injury to vendee or third party person proximately caused by the material if reasonable safety procedures are not adhered to as stipulated in the data sheet. Furthermore, Innophos assumes no responsibility for injury caused by abnormal use of this material even if reasonable safety procedures are followed.

END OF SDS SHEET



The Public Health and Safety Organization

## NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, September 06, 2018** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=innophos&TradeName=vitrafos&>

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

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**Innophos, Inc.**  
259 Prospect Plains Road  
Building A  
Cranbury, NJ 08512  
United States  
609-366-1238

**Facility :** Chicago, IL

#### **Sodium Polyphosphates, Glassy**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Vitrafos® Food Chemicals Codex Grade	Corrosion & Scale Control Sequestering	11.1mg/L

Vitrafos® Technical Grade

Corrosion & Scale Control  
Sequestering

11.1mg/L

---

Number of matching Manufacturers is 1

Number of matching Products is 2

Processing time was 1 seconds

### QUALIFICATION OF VENDORS REFERENCES FOR RFQ #750785/MB

Vendor shall list references in accordance with the requirements set forth in the Qualification of Vendors.

REFERENCE NAME:	Florida Keys Aqueduct	
ADDRESS:	35400 SW 192nd Avenue, Florida City, FL 33034	
CONTACT NAME:	Mary Clothier	← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: 305-242-2500 FAX: 305-242-2505	CELL PHONE: EMAIL: mclothier@fkaa.com
SCOPE OF WORK:	Deliver Sodium Hexametaphosphate	
CONTRACT DATES:	2011 to the present	

REFERENCE NAME:	City of Chicopee	
ADDRESS:	1356 Burnett Road, Chicopee, MA 01020	
CONTACT NAME:	Glenn Smith	← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: 413-594-1870 FAX: 413-594-1577	CELL PHONE: EMAIL: gsmith@chicopeema.gov
SCOPE OF WORK:	Deliver Sodium Hexametaphosphate	
CONTRACT DATES:	8/1/2011 - 1/14/2018	

REFERENCE NAME:	City of Lafayette	
ADDRESS:	810 West Broussard, Lafayette, LA 70202	
CONTACT NAME:	John Leblanc	← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: 337-291-5910 FAX: 337-291-8072	CELL PHONE: EMAIL: jleblanc@lus.org
SCOPE OF WORK:	Deliver Sodium Hexametaphosphate	
CONTRACT DATES:	2016 to the present	

FIRM NAME: Carus Corporation



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/03/2019

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

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

PRODUCER  
Aon Risk Services Central, Inc.  
Chicago IL Office  
200 East Randolph  
Chicago IL 60601 USA

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

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED  
Carus Corporation  
315 Fifth Street  
P.O. Box 599  
Peru IL 61354-2859 USA

INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	Commerce & Industry Ins Co	19410
INSURER C:	Everest Indemnity Insurance Company	10851
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 570077354139

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL4611644	07/01/2019	07/01/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 774-22-78	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Cost of Hire Included
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			EF2CU00053191	07/01/2019	07/01/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC014590635 (AOS)	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

The Auto Liability policy includes Form CA9948 (Pollution Liability - Broadened Coverage for Covered Autos)  
Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

## CERTIFICATE HOLDER

## CANCELLATION

City of Hollywood  
2600 Hollywood Blvd.  
Hollywood FL 33020 USA

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

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Central, Inc.*

Holder Identifier :

Certificate No : 570077354139

## Robert Lowery

---

**From:** Horace McLarty  
**Sent:** Thursday, December 19, 2019 11:43 AM  
**To:** Carlos Aguilera  
**Subject:** FW: [EXT]Contract for Sodium Hex  
**Attachments:** City of Hollywood(15406).pdf

We didn't need it. But if we did it would be acceptable.

*Horace McLarty*  
Accountant, Human Resources/Risk Management



Office: (954) 921-3292  
Fax: (954) 921-3678  
Email: [hmclarty@hollywoodfl.org](mailto:hmclarty@hollywoodfl.org)

---

**From:** Carlos Aguilera  
**Sent:** Thursday, December 19, 2019 10:50 AM  
**To:** Horace McLarty  
**Subject:** FW: [EXT]Contract for Sodium Hex

Horace,

We are buying sodium Hex from a company in 50 lbs. bags to be delivered to the plant by common carrier. I do believe we need a COI but they gave us the attached. Do we need this?

Thanks

Carlos

---

**From:** Sawicki, Dawn [<mailto:Dawn.Sawicki@caruscorporation.com>]  
**Sent:** Thursday, December 19, 2019 10:42 AM  
**To:** Carlos Aguilera <[CAGUILERA@hollywoodfl.org](mailto:CAGUILERA@hollywoodfl.org)>  
**Subject:** RE: [EXT]Contract for Sodium Hex

Carlos, attached is your updated letter and certificate of insurance. Palm Beach provided an Award Letter there is no certified contract the bid and award would be our binding agreement.

Please let me know if any further assistance is required.

**Dawn Sawicki | Inside Sales Analyst**

**Carus | 315 Fifth St | Peru, Illinois, USA 61354**



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---

**From:** Carlos Aguilera <[CAGUILERA@hollywoodfl.org](mailto:CAGUILERA@hollywoodfl.org)>  
**Sent:** Thursday, December 19, 2019 5:58 AM  
**To:** Sawicki, Dawn <[Dawn.Sawicki@caruscorporation.com](mailto:Dawn.Sawicki@caruscorporation.com)>  
**Cc:** Luis Montoya <[LMONTOYA@hollywoodfl.org](mailto:LMONTOYA@hollywoodfl.org)>; Daniel Mainero <[DMAINERO@hollywoodfl.org](mailto:DMAINERO@hollywoodfl.org)>; Shanene Wright <[SRWRIGHT@hollywoodfl.org](mailto:SRWRIGHT@hollywoodfl.org)>; Robert Lowery <[RLOWERY@hollywoodfl.org](mailto:RLOWERY@hollywoodfl.org)>; Smith, Barbie <[Barbie.Smith@caruscorporation.com](mailto:Barbie.Smith@caruscorporation.com)>  
**Subject:** FW: [EXT]Contract for Sodium Hex

Good morning Dawn,

Please see the additional comments from our procurement department below.

Please provide the requested information at your earliest convenience.

Thanks

Carlos

---

**From:** Robert Lowery  
**Sent:** Wednesday, December 18, 2019 4:33 PM  
**To:** Carlos Aguilera <[CAGUILERA@hollywoodfl.org](mailto:CAGUILERA@hollywoodfl.org)>  
**Cc:** Luis Montoya <[LMONTOYA@hollywoodfl.org](mailto:LMONTOYA@hollywoodfl.org)>; Daniel Mainero <[DMAINERO@hollywoodfl.org](mailto:DMAINERO@hollywoodfl.org)>; Shanene Wright <[SRWRIGHT@hollywoodfl.org](mailto:SRWRIGHT@hollywoodfl.org)>  
**Subject:** RE: [EXT]Contract for Sodium Hex

Hey Carlos,

We're almost there, we still need the following:

- Copy of the executed contract/BPO
  - The vendor gave us a copy of their bid but not the contract/BPO
- Approved insurance from Risk Management
- The Piggyback Offer Letter needs to be revised as the expiration date follows the Palm Beach County date of 11/15/2020

Thanks,

Rob

---

**From:** Carlos Aguilera  
**Sent:** Wednesday, December 18, 2019 7:20 AM  
**To:** Robert Lowery  
**Cc:** Luis Montoya; Daniel Mainero; Shanene Wright  
**Subject:** FW: [EXT]Contract for Sodium Hex

Robert,

Based on the documents attached can we set up the piggyback request?

NOTE: Carus will be sending bags of chemical via common carrier.

Thanks

Carlos

---

**From:** Sawicki, Dawn [<mailto:Dawn.Sawicki@caruscorporation.com>]  
**Sent:** Tuesday, December 17, 2019 5:34 PM  
**To:** Carlos Aguilera <[CAGUILERA@hollywoodfl.org](mailto:CAGUILERA@hollywoodfl.org)>; Smith, Barbie <[Barbie.Smith@caruscorporation.com](mailto:Barbie.Smith@caruscorporation.com)>  
**Cc:** Robert Lowery <[RLOWERY@hollywoodfl.org](mailto:RLOWERY@hollywoodfl.org)>; Daniel Mainero <[DMAINERO@hollywoodfl.org](mailto:DMAINERO@hollywoodfl.org)>; Luis Montoya <[LMONTOYA@hollywoodfl.org](mailto:LMONTOYA@hollywoodfl.org)>; Shanene Wright <[SRWRIGHT@hollywoodfl.org](mailto:SRWRIGHT@hollywoodfl.org)>  
**Subject:** FW: [EXT]Contract for Sodium Hex

Good Afternoon,

The attached letter is to confirm that Carus LLC is in agreement to allow the City of Hollywood, FL to piggyback with the Palm Beach, FL contract for Sodium Hexametaphosphate in 50 lb. bags. The price for the Sodium Hexametaphosphate is \$0.96/lb. delivered. Other request documentation of Palm Beach FL bid and Palm Beach FL bid tabulations are attached. Please let me know if you have any questions or any further assistance is required.

Have a great day!

**Dawn Sawicki | Inside Sales Analyst**

Carus | 315 Fifth St | Peru, Illinois, USA 61354  
Office: +1 800-435-6856 | Fax: +1 815 224-6697

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**From:** Carlos Aguilera <[CAGUILERA@hollywoodfl.org](mailto:CAGUILERA@hollywoodfl.org)>  
**Sent:** Wednesday, December 11, 2019 2:22 PM  
**To:** Smith, Barbie <[Barbie.Smith@caruscorporation.com](mailto:Barbie.Smith@caruscorporation.com)>  
**Cc:** Robert Lowery <[RLOWERY@hollywoodfl.org](mailto:RLOWERY@hollywoodfl.org)>; Daniel Mainero <[DMAINERO@hollywoodfl.org](mailto:DMAINERO@hollywoodfl.org)>; Luis Montoya <[LMONTOYA@hollywoodfl.org](mailto:LMONTOYA@hollywoodfl.org)>; Shanene Wright <[SRWRIGHT@hollywoodfl.org](mailto:SRWRIGHT@hollywoodfl.org)>  
**Subject:** FW: [EXT]Contract for Sodium Hex

Barbie,

In order for the City of Hollywood to enter into an agreement we need the items listed below. Please call me if you have any questions.

Just to confirm, is you product is being delivered by common carrier?

Thanks

Carlos

**From:** Robert Lowery

**Sent:** Wednesday, December 11, 2019 3:12 PM

**To:** Carlos Aguilera <[CAGUILERA@hollywoodfl.org](mailto:CAGUILERA@hollywoodfl.org)>

**Cc:** Daniel Mainero <[DMAINERO@hollywoodfl.org](mailto:DMAINERO@hollywoodfl.org)>; Luis Montoya <[LMONTOYA@hollywoodfl.org](mailto:LMONTOYA@hollywoodfl.org)>; Shanene Wright <[SRWRIGHT@hollywoodfl.org](mailto:SRWRIGHT@hollywoodfl.org)>

**Subject:** RE: [EXT]Contract for Sodium Hex

Hi Carlos,

We will also need the following:

- Piggyback Offer Letter from vendor stating you will allow Hollywood to use the contract for pricing.
- A copy of the executed contract
- A copy of the bid tabulation sheet

Thanks,

Rob

**From:** Carlos Aguilera

**Sent:** Wednesday, December 11, 2019 2:17 PM

**To:** Robert Lowery

**Cc:** Daniel Mainero; Luis Montoya; Shanene Wright

**Subject:** FW: [EXT]Contract for Sodium Hex

Robert, based on the attached Palm Beach County Bid Documents we would like to prepare a Piggyback request form for this product. Please advise if you see any potential obstacles or additional documents. This is for purchase of product only.

Thanks

Carlos

**From:** Smith, Barbie [<mailto:Barbie.Smith@caruscorporation.com>]

**Sent:** Thursday, December 05, 2019 12:43 PM

**To:** Carlos Aguilera <[CAGUILERA@hollywoodfl.org](mailto:CAGUILERA@hollywoodfl.org)>; Luis Montoya <[LMONTOYA@hollywoodfl.org](mailto:LMONTOYA@hollywoodfl.org)>

**Cc:** Robert Lowery <[RLOWERY@hollywoodfl.org](mailto:RLOWERY@hollywoodfl.org)>; Daniel Mainero <[DMAINERO@hollywoodfl.org](mailto:DMAINERO@hollywoodfl.org)>

**Subject:** RE: [EXT]Contract for Sodium Hex

Hi Carlos,

We are in agreement to offer the same prices and terms. Please understand that the lower volume orders at this lower price is a cost to Carus. We are still in agreement to move forward, but would appreciate any cooperation with larger quantity orders to help absorb the additional freight cost.

We do appreciate your business and look forward to continued success in 2020 and beyond.

Please let me know if you need anything further from me.

**Barbie Smith | Inside Sales Manager**

**Carus | 315 Fifth St | Peru, Illinois, USA 61354**

**Office: +1 815 224-6593 | Mobile: +1 815 252-1707 | Fax: +1 815 224-6697**

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**From:** Carlos Aguilera <[CAGUILERA@hollywoodfl.org](mailto:CAGUILERA@hollywoodfl.org)>

**Sent:** Thursday, December 5, 2019 6:46 AM

**To:** Smith, Barbie <[Barbie.Smith@caruscorporation.com](mailto:Barbie.Smith@caruscorporation.com)>; Luis Montoya <[LMONTOYA@hollywoodfl.org](mailto:LMONTOYA@hollywoodfl.org)>

**Cc:** Robert Lowery <[RLOWERY@hollywoodfl.org](mailto:RLOWERY@hollywoodfl.org)>; Daniel Mainero <[DMAINERO@hollywoodfl.org](mailto:DMAINERO@hollywoodfl.org)>

**Subject:** RE: [EXT]Contract for Sodium Hex

Barbie,

Thanks for the help ..... If we piggyback on any contract it has to follow the terms of the contract. If we can purchase your product as per the Terms of the Palm Beach Contract we are good to go. If we cannot use this contract as awarded the we need to re-bid the product.

Please let me know.

Thanks

Carlos

---

**From:** Smith, Barbie [<mailto:Barbie.Smith@caruscorporation.com>]

**Sent:** Thursday, December 05, 2019 7:37 AM

**To:** Carlos Aguilera <[CAGUILERA@hollywoodfl.org](mailto:CAGUILERA@hollywoodfl.org)>; Luis Montoya <[LMONTOYA@hollywoodfl.org](mailto:LMONTOYA@hollywoodfl.org)>

**Cc:** Robert Lowery <[RLOWERY@hollywoodfl.org](mailto:RLOWERY@hollywoodfl.org)>; Daniel Mainero <[DMAINERO@hollywoodfl.org](mailto:DMAINERO@hollywoodfl.org)>

**Subject:** Re: [EXT]Contract for Sodium Hex

Good morning!

Per Luis' request, the product remains stable for at least a year provided it is stored unopened in a dry area. I see that you are ordering 4 pallets about every other month so I don't foresee this being a concern.

Ordering your usual 4 pallet quantities would not be a problem at your current price, honored under the same contract term as Palm Beach County.

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---

**From:** Carlos Aguilera <[CAGUILERA@hollywoodfl.org](mailto:CAGUILERA@hollywoodfl.org)>

**Sent:** Thursday, December 5, 2019 6:06:23 AM

**To:** Luis Montoya <[LMONTOYA@hollywoodfl.org](mailto:LMONTOYA@hollywoodfl.org)>; Smith, Barbie <[Barbie.Smith@caruscorporation.com](mailto:Barbie.Smith@caruscorporation.com)>

**Cc:** Robert Lowery <[RLOWERY@hollywoodfl.org](mailto:RLOWERY@hollywoodfl.org)>; Daniel Mainero <[DMAINERO@hollywoodfl.org](mailto:DMAINERO@hollywoodfl.org)>

**Subject:** RE: [EXT]Contract for Sodium Hex

Barbie, Luis,

We would like to participate in West Palm Beach Bid attached. I do not see where a minimum order of 8 pallets per shipment would be required. If the vendor would agree to deliver the same amount we have been ordering from them for the last several years we will begin the piggyback process with procurement.

Please let me know.

Thanks

Carlos

**From:** Luis Montoya

**Sent:** Wednesday, December 04, 2019 5:24 PM

**To:** [Barbie.Smith@caruscorporation.com](mailto:Barbie.Smith@caruscorporation.com)

**Cc:** Carlos Aguilera <[CAGUILERA@hollywoodfl.org](mailto:CAGUILERA@hollywoodfl.org)>

**Subject:** FW: [EXT]Contract for Sodium Hex

Barbie,

We will review the information provided. We also have a question about possible shelf life. If we choose to use this contract for piggyback. We would be purchasing double our normal amount per order of Sodium Hex. So this means that the product would sit longer than normal in storage. So our concern is does the product half a shelf life. Please advise of this. As this would be important to know before we make a decision.

Thank you,

**Luis Montoya**

Water Treatment Plant Operations Superintendent



City of Hollywood

Department of Public Utilities

3441 Hollywood Blvd.

Hollywood, Florida 33021

Phone: 954-967-4230 Ext. 5405

Fax: 954-967-4232

[lmontoya@hollywoodfl.org](mailto:lmontoya@hollywoodfl.org)

Notice: Florida has a broad public records law. All correspondence sent to the City of Hollywood via e-mail may be subject to disclosure as a matter of public record

**From:** Smith, Barbie [<mailto:Barbie.Smith@caruscorporation.com>]

**Sent:** Wednesday, December 04, 2019 5:02 PM

**To:** Luis Montoya <[LMONTOYA@hollywoodfl.org](mailto:LMONTOYA@hollywoodfl.org)>

**Cc:** Sawicki, Dawn <[Dawn.Sawicki@caruscorporation.com](mailto:Dawn.Sawicki@caruscorporation.com)>

**Subject:** [EXT]Contract for Sodium Hex

Hi Luis,

I apologize for not getting back to you sooner.

As discussed, I think the best option would be for you to piggy back with Palm Beach County, FL

Their current contract expires in November 2020 with 3 x 1 year extension options.

This contract originally bid Sept 7<sup>th</sup>, 2018 for a one year term with 4 x 1 year extension options.

Please see the first extension agreement attached.

I've also attached a copy of the bid for your reference.

As we discussed, the price offered to Palm Beach County is based on larger quantities ordered at one time.

This price can be honored to Hollywood, FL for order quantities of a min of 8 pallets per order.  
This is due to the freight cost portion of the unit price per lb.  
Please let me know if you need further information.

**Barbie Smith | Inside Sales Manager**

**Carus | 315 Fifth St | Peru, Illinois, USA 61354**

**Office: +1 815 224-6593 | Mobile: +1 815 252-1707 | Fax: +1 815 224-6697**

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