



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
 Office: 941.429.7170
 Fax: 941.429.7173
 Email: purchasing@cityofnorthport.com



October 4, 2021
ADDENDUM 1

COPY

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2022-01 Water and Wastewater Treatment Chemicals

DUE DATE October 22, 2021 at 2:00 P.M.

City Hall, Room 244 (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 244 shortly thereafter)

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Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~strike throughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

Question 1: Is 10% the correct percentage for Ammonium Sulfate?

Answer 1: No, the correct percentage for Ammonium Sulfate is 40%. Please disregard the 10% and use 40% for the Ammonium Sulfate.

Question 2: What are the tank sizes at each location?

Answer 2: - North East Booster Location: Two (350) Gallon Tanks

- Water Treatment Plant Location on Pan American: Two (550) Gallon Tanks

- Southwest Booster Location: One (1000) Gallon Tank

Question 3: Do you have the bid tabulation for the previous contract.

Answer 3: No. The City of North Port Currently does not have a contract in place for chemicals. The City of North Port piggybacks off other contracts from various municipalities. Below is a list of the Municipalities and the pricing we receive for chemicals. Please be aware these contracts and pricing below may be older and may not accurately reflect current market pricing.

Sodium Hypochlorite (Chlorine): Charlotte County Florida Contract, 0.554/gallon

Aluminum Sulfate: Ormond Beach, Florida Contract, \$248.75/dry ton, and 0.672/gallon

Liquid Caustic: City of Tampa Contract, \$1.973/gallon



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October 6, 2021
ADDENDUM 2

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2022-01 Water and Wastewater Treatment Chemicals

DUE DATE October 22, 2021 at 2:00 P.M.

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Question 1: The bidder checklist references Attachment 5, Addenda and Bond Form. This form is not included.

Answer 1: There is no bond requirement for this bid. Please disregard the bond language.

Question 2: The volume mentioned for the liquid aluminum sulfate on the pricing sheet is 900,000 gallons. Is this the correct Unit of Measure?

Answer 2: Estimated volume is 25,000 Gallons annually.

Question 3: On the excel pricing sheet, if we are not bidding a certain product what are we supposed to use as the total unit cost? When I write in "NO BID" I receive an error. Do you want "No Bid" written in the space or are we to leave the products we are not bidding blank?

Answer 3: Please leave the space blank for "No Bid".

Question 4: If we plan to use subcontractors to deliver the product, does the subcontractor have to product 2 references and their safety incident reports? This is mentioned on page 18, section 1.2.1.

Answer 4: Yes.

Question 5: Is this a mini-bulk delivery for items SP-20 and SP-21?
 If yes, what is the distance to the tank from the access point? Do you have a pump and a meter on the day tank?



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October 8, 2021
 ADDENDUM 3

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2022-01 Water and Wastewater Treatment Chemicals

DUE DATE October 22, 2021 at 2:00 P.M.

City Hall, Room 244 (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 244 shortly thereafter)

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Question 1: Pg. 24; SP-05 References: "Bidders must have successfully completed, as a Prime or Subcontractor, at least one (2) projects, in the past six (6) years, of similar type, size and dollar value of the project described herein."

- a. Does the bid require 1 or 2 projects of similar size, scope, and value?
- b. Does the bid require a total of 4 references or 2?
- c. If you are using a subcontractor, does the subcontractor need to provide 2 or 4 references?
- d. Does the bid require an original signature on the reference sheets from the subcontractor? Or can you provide a scanned copy?

Answer 1: a. Two Projects of similar size, scope, and value.
 b. The bid requires a total of two references.
 c. If you are using a subcontractor, the subcontractor needs to provide 2 references.
 d. A scanned version is acceptable.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.



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October 13, 2021
ADDENDUM 4

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2022-01 Water and Wastewater Treatment Chemicals

DUE DATE October 22, 2021 at 2:00 P.M.

City Hall, Room 244 (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 244 shortly thereafter)

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Question 1: Could you please provide me with the following information for the Sodium Hypochlorite 12.5% portion of the bid:

How much Sodium Hypochlorite 12.5% do you generally need per gallon per location each delivery?

- 8898 South Tamiami Trail
- 5355 Pan American BLVD
- 5655 North Port BLVD
- 1550 Nabatoff St.
- 8060 South Tamiami Trail
- 11820 Manasota Beach Road

Answer: 1

- 8898 South Tamiami Trail: 500 gallons
- 5355 Pan American BLVD: 3500 gallons
- 5655 North Port BLVD: 2000 gallons
- 1550 Nabatoff St.: 1000 gallons
- 8060 South Tamiami Trail: 1000 gallons
- 11820 Manasota Beach Road: Not online yet expected in April 2022 about 1000 gallons

*We will be ordering 5355 Pan American BLVD and 8898 South Tamiami Trail weekly at the same time. (4000 gallons)

We will be ordering chemicals at the other 4 sites every two weeks. (5000 gallons)



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October 14, 2021
ADDENDUM 5

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2022-01 Water and Wastewater Treatment Chemicals

DUE DATE October 22, 2021 at 2:00 P.M.

City Hall, Room 244 (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 244 shortly thereafter)

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Clarification 1: In Addendum 2 you corrected the volume of the Liquid Aluminum Sulfate from 900,000 gallons to 25,000 gallons annually. Will you be revising the Bid Schedule to reflect the new volume?

Answer 1: When completing the bid schedule utilize 25,000 gallons annually for the volume of Liquid Aluminum Sulfate.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Geoff Thomas
Contract Administrator I
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7102
Fax: 941.429.7173
E-mail: gthomas@cityofnorthport.com

Receipt of Addendum No. 5 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.5



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October 20, 2021
ADDENDUM 7

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2022-01 Water and Wastewater Treatment Chemicals

DUE DATE October 26, 2021 at 2:00 P.M.

City Hall, Room 244 (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 244 shortly thereafter)

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

Question 1: Will the bid be extended?

Answer 1: Yes, RFB 2022-01 Water and Wastewater Treatment Chemicals will not open on ~~10/22/21 at 2:00 p.m.~~
 The new bid opening date will be October 26, 2021 at 2:00 p.m.

Clarification 1: Does line-item number two Aluminum Sulfate (40%) on the bid schedule change to Aluminum Sulfate (48%) in accordance with Clarification One on Addendum Six?

Clarification Answer 1: Yes, Line-item number two ~~Aluminum Sulfate (40%)~~ on the bid schedule has been corrected to Aluminum Sulfate (48%). Use Aluminum Sulfate (48%) for Line-item Two for pricing on the bid schedule.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Geoff Thomas
Contract Administrator I
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7102
Fax: 941.429.7173
E-mail: gthomas@cityofnorthport.com

Receipt of Addendum No. 7 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.7



City of North Port

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NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

RFB NO. 2022-01

WATER AND WASTEWATER TREATMENT CHEMICALS

The City of North Port is requesting sealed bids to secure the services of an experienced, professional, licensed, and qualified Vendors capable of providing services in accordance with specifications to furnish all labor, materials, equipment and incidentals required to deliver chemicals to multiple sites within the city limits of North Port, for the express purpose to treat potable water and wastewater.

4970 CITY HALL BOULEVARD, ROOM 244, NORTH PORT, FLORIDA

All potential Bidders are recommended to attend the non-mandatory pre-bid conference and site visit will be conducted to answer questions regarding the bid requirements. The purpose of the Pre-Bid Meeting is to provide a briefing on the City's expectations and performance requirements for submission of Bid documents.

BID OPENING: October 22, 2021 at 2:00 PM

4970 CITY HALL BOULEVARD, ROOM 244, NORTH PORT, FLORIDA 34286

****ALL BIDS ARE DATE AND TIME STAMPED IN THE FINANCE DEPARTMENT, SUITE 337 FIRST AND THEN ARE OPENED IN SUITE 244****

Information regarding this project may be viewed and downloaded from Demandstar's website at www.demandstar.com. The only place to obtain the addenda is on www.demandstar.com. Links to DemandStar are also available from the City website at www.Cityofnorthport.com. Bid specifications, attachments/exhibits are posted on the City FTP site at <https://www.cityofnorthport.com/files> (**select the Purchasing Folder and scroll to Project RFB 2022-01**). If you have any questions, concerns, or problems accessing the bid package using the link, please contact Geoff Thomas, Contract Administrator I at 941.429.7102. Requests for additional information or clarification regarding the specifications must be sent via email to purchasing@Cityofnorthport.com. No verbal requests will be honored. All questions and clarifications must be submitted via e-mail by **OCTOBER 8, 2021**

The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

PUBLISH DATES: OCTOBER SEPTEMBER 22, 2021

www.Cityofnorthport.com & www.demandstar.com

STATEMENT OF NON-SUBMITTAL N/A

If you **do not** intend to submit a bid on this service, please return this form (see information below) immediately. We, the undersigned, have declined to submit a bid on the requested Request for Bid **2021-01 WATER AND WASTEWATER TREATMENT CHEMICALS**.

- Insufficient time to respond to the Request for Bid.
- We do not offer this product/service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Specifications are unclear (explain below).
- OTHER (please specify below).

REMARKS:

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

SIGNATURE: _____

DATE: _____

Note: "Statement of No Bid" may be faxed or e-mailed to the Purchasing Division at purchasing@Cityofnorthport.com.

limitations that effect the work to be performed under this Contract.

Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five business (5) days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

It shall be the responsibility of the Bidder, prior to submitting their response, to either visit www.demandstar.com to view the solicitation and download all issued addenda or contact Purchasing to determine if addenda were issued.

Examination of site: Prior to submitting a bid form, each Bidder may examine the site and all conditions thereon. All bid forms shall be presumed to include all such existing conditions as may affect any work to be done on this project. Failure to familiarize himself with such conditions will in no way relieve the successful Bidder from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the drawings and Specifications.

C. CLARIFICATION AND ADDITIONAL INFORMATION: Discrepancies, omissions, or questions about the intent of the documents will be submitted to the City of North Port Purchasing Manager, or his/her designee in written form as a request for interpretation no later than five (5) business days prior to the bid opening (or may be verbally addressed at the pre-bid meeting, if applicable).

Interpretations made will be in the form of an addendum to the documents, which will be forwarded to all Bidders. Receipt by each Bidder must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming part of the Contract. No oral explanations shall be binding. The City will attempt to notify all prospective Bidders of addenda issued to the bid documents: however, it shall be the responsibility of the Bidder, prior to submitting their bid, to contact the Purchasing Manager, or his/her designee, to determine if addenda were issued, acknowledging and incorporating it into their bid.

D. MODIFICATION OR WITHDRAWAL OF BIDS: Bid modifications will be accepted from a Bidder only if received in writing, properly signed by an officer of the Bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the Bidder's bid form.

Bids may be withdrawn by request of the Bidder prior to the time fixed for opening. Error or negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

E. NO BID: A respondent who is on the bid notification list and decides not to submit a response is requested to complete the Statement of Non-Submittal Form and return it to the City.

F. CONFLICTS WITHIN SOLICITATION: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated purchasing representative prior to the bid or proposal response date.

G. PROMPT PAYMENT: It is the policy of the City that payment for all purchases by the City shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Local Government Prompt Payment Act. The Bidder may offer cash discounts for prompt payments: however, such discounts will not be considered in determining the lowest price during bid evaluation.

H. FORM OF CONTRACT: The submitted Bid Form signed by the Bidder, together with the complete bid package and addenda furnished by the City and Purchase Order shall constitute a binding contract. The Bidder shall be required to perform according to the Bidder's submitted Bid Form and the City's bid package when a purchase order, signed by the Purchasing Manager, is transmitted to the Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall

3. **CITY RIGHTS:** The City of North Port reserves the right to accept or reject any and/or all bids in whole or in part, to waive irregularities and technicalities, and to request resubmission with or without cause and/or to accept the bid that, in its judgment, will be in the best interest of the City. Also, the City reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirement of the City. In the event the City receives only one response: the bid may be either accepted or rejected by the City depending on available competition and the timely needs of the City.
4. **AWARD OF BID:** The award shall be let to the lowest responsive, responsible Bidder who fulfills all criteria and specifications with consideration to favorable references and local preference and whose evaluation by the City indicates that the award will be in the best interest of the City.
5. **ERRORS:** For the purpose of the initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by Bidders:
Obviously misplaced decimal points will be corrected.

In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.

Apparent errors in addition of lump sum and extended prices will be corrected. For the purpose of bid evaluation, the City will proceed on the assumption that the Bidder intends his/her bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the tabulation of bids.

6. **BID TABULATIONS:** Pursuant to Florida Statute §119.071(1)(b), all bid tabulations shall be posted in the City Hall, 4970 City Hall Boulevard, North Port, Florida and on DemandStar's website at www.demandstar.com within thirty (30) days after bid opening or at such time as the agency provides notice of a decision or intended decision, whichever is earlier.
7. **WARRANTY:** All warranties express and implied, shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory and workmanship defects. At no expense to the City, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.
8. **DESCRIPTIVE INFORMATION:** Unless otherwise specifically provided in the Technical specifications, all equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Technical specifications, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the Bidder wishes to make a substitution to the specifications, the Bidder shall furnish the City the name of the manufacturer, the model number and other identifying data and information necessary to aid in the City in evaluating the substitution. Such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A bid containing substitution is subject to disqualification if the City does not approve the substitution.
9. **TAXES/FREIGHT:** The bid shall include any freight, handling, delivery, surcharges or other incidental charges. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. The City is exempt from the payment of Federal and State taxes, including sales tax. The bid offer shall not include sales tax to be collected from the City. The

State of Florida rules, regulations or other requirements, as each may apply.

When applicable and as required by law, the Bidder will provide a material safety data sheet with each delivery of a toxic substance.

The vendor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the Vendor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services.

- 14. CODE OF ETHICS:** With respect to this bid, if any Bidder violates or is a party to a violation of the Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the City.
- 15. COLLUSION:** By offering a submission to this RFB, the Bidder certifies that the Bidder has not divulged to, discussed or compared his/her bid with other Bidders and has not colluded with any other Bidder or parties to this bid whatsoever. Also, Bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid: any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other Bidder or with any competitor: any prices and/or data quoted for this bid have not been knowingly disclosed by the Bidder and will not knowingly be closed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor: no attempt has been made or will be made by the Bidder to induce any other person or firm to person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the Contract to be entered into: and no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees of the Bidder.
- 16. PUBLIC ENTITY CRIMES:** In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods/services to public entity, may not submit a bid on a Contract with a public entity for construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sections 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list." By submitting a bid, vendor certifies that vendor is not currently prohibited from transacting business with the City due to the above statute. The vendor shall comply with the terms of this statute both before and during the term of this Contract.

information technology systems of the City.

20.3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and, if the Contractor does not transfer the records to City following completion of the Contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

20.4. Upon completion of the Contract, transfer, at no cost, to the City all public records in Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

20.5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270: E-MAIL: publicrecordsrequest@Cityofnorthport.com.

20.6. Failure of the Contractor to comply with these requirements shall be a material breach of this Contract. Further, Contractor may be subject to penalties under Florida Statutes 119.10.

21. FORCE MAJEURE: Should performance of any obligation created under this Agreement become illegal or impossible by reason of:

- a. A strike or work stoppage, unless caused by a negligent act or omission of either Party;
 - b. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
 - c. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
 - d. A declared emergency of the federal, state, or local government; or
 - e. Any other like event that is beyond the reasonable control of the non-performing party;
- then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:
- f. The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;
 - g. The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
 - h. No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
 - i. The non-performing party uses all reasonable diligence to remedy its inability to perform.

2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a Contract other than by the mere submission of the bid: and

3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

27. TRUTH-IN-NEGOTIATIONS CERTIFICATE: If applicable, execution and signature by the vendor of the Bid Form shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.

For professional service Contracts, the original Contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the Contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

28. GRANT FUNDING: In the event any part of the Contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the Contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the City upon request.

29. STATE REGISTRATION REQUIREMENTS: Any Bidder required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application may be required prior to award of a Contract. Any partnership submitting a bid in response to this RFB shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

30. NOTICE TO PROCEED/DELIVERY: After award of bid, a Notice to Proceed shall be issued bearing the terms of delivery. Upon receipt of Notice to Proceed, successful Bidder shall acknowledge receipt of same by either fax or mail and shall commence prosecution of the order so that the agreed upon delivery date will be satisfied.

31. PERFORMANCE EVALUATION: At the end of the Contract, the receiving department may evaluate the successful Bidder's performance. This evaluation will become public record.

32. PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES: All Bidders submitting a response to this RFB agree that such response also constitutes a bid in accordance with the terms of the RFB to all political subdivisions of Sarasota County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the Bidder.

33. NONEXCLUSIVE CONTRACT: Award of this Contract shall not require the City to use the Vendor for all work of this type, which may develop during the Contract term. This Contract is non-exclusive. The City reserves the right

C. PENALTY:

1. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract.
2. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification: and
3. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any Contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

40. LOCAL PREFERENCE: Bidder may claim Local Preference if Bidder qualifies under the definition below and in accordance with Ordinance 2009-10, as may be amended by the City of North Port.

A. Local Business Definition:

Preference shall be given to a "local business or North Port local business" in the purchase of commodities and services procured pursuant to this Section. Bidders desiring to receive preference as a local business will be required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any Bidder who fails to submit sufficient documentation with their bid shall not be granted local preference consideration for the purpose of that specific Contract award.

"Local business" means a Bidder that maintains a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before the bid submission date from which the Bidder operates or performs business and where at least fifty percent (50%) of the Bidder's employees are residents of the City. Post office boxes may not be used to establish a physical business address.

"North Port local business" means a local business that has its primary physical business address located within the limits of the City for a period of six (6) months or more before bid submission date, from which the Bidder operates or performs business and where at least fifty percent (50%) of the Bidder's employees are residents of the City. Post office boxes may not be used to establish a physical business address.

If requested by the City, the Bidder will be required to provide documentation substantiating the information given in this affidavit. City reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the Bidder's submission being deemed non-responsive.

Any Bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City Contracts for a period of three (3) years.

B. Local Price Match Option:

Each formal competitive bid solicitation shall clearly identify the criteria for award. When a responsive and responsible Bidder who is not a local business (hereafter, non-local business Bidder) submits the lowest bid price (hereafter, low bid), all responsive and responsible local business and North Port local business Bidders shall

SECTION II. GENERAL PROVISIONS

1. SCOPE OF WORK

1.1 Intent of Contract: It is the intent of the City of North Port (hereinafter referred to as City) to purchase water and wastewater treatment chemicals on an as required basis. Chemicals shall be primarily utilized by the North Port Utilities Department (hereinafter referred to as NPU) and shall be delivered to various job sites within the City. Any water or wastewater system that NPU constructs or acquires through contract operations or direct purchase shall receive the same price structure.

Name Brand specifications are offered as a guide only, and not a competitive limiting device. Other manufacturers (bidders of similar specified items) are encouraged to submit competitive bids. The City will accept an equivalent or better for all items listed. Equivalentents are subject to verification by City prior to acceptance of same.

1.2 Definitions:

1.2.1 For purposes of this Bid, the term “Vendor” or “Bidder” shall be defined as the company submitting the proposal and shall include all subsidiaries, affiliates, and subcontractors. As such, any requested documentation shall apply to all subsidiaries and affiliated companies as well as any subcontractors. If a company is using a subcontractor to either manufacture or deliver the product, the requested items (e.g., references, terminations, and safety incidents) shall apply to the subcontractor as well.

1.2.2 The Contract documents consist of the Request for Bids, Instructions to Bidders, Bid Forms, , General Provisions, Special Provisions, Insurance Requirements, and all other related documents, including all modifications thereof incorporated in the documents before their execution. These form the Contract.

1.2.3 Written notice shall be deemed to have been duly served three days after date of postmark, and upon receipt, if delivered to the individual or member of the firm or an officer of the corporation for whom it is intended.

1.2.4 Subcontractor(s), as employed herein, includes only those having a direct Contract with the Vendor and it includes one who furnishes material worked to a special design according to the plans and specifications of this work, but does not include one who merely furnishes material not so worked.

1.2.5 The term “work” of the Vendor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the Contract.

- 3.1.2 Measurement of Quantities:** The quantities of work performed will be measured by the Vendor and approved by the City on the basis of measurement taken by the Vendor or its assistants, and these measurements shall be final and binding. All work computed under the Contract shall be measured by the Vendor according to the United States Standard Measurement and Weights. The City does not assume any responsibility that the final quantities will remain in accord with estimated quantities, nor shall the Vendor claim misunderstanding or deception because of such estimate of quantities.

The estimated quantities of work to be done and material to be provided may be increased, decreased, or omitted, as provided herein.

- 3.1.3 Reference to Other Specifications:** Where reference is made to specifications such as ASTM, AWWA, AASHTO, or NSF the latest edition shall be used.

- 3.1.3.1** The Vendor shall furnish a complete list of proposed desired substitutions prior to signing of the Contract together with such engineering and catalog data as the City may require.

- 3.1.3.2** The Vendor shall abide by the City's judgment when proposed substitute items of equipment are judged unacceptable and shall furnish the specified item of equipment in such case. All proposals for substitutions shall be submitted in writing by the Vendor. The City will approve or disapprove proposed substitutions in writing within a reasonable time.

- 3.1.4.1 Codes and Laws:** The successful bidder shall comply with all Federal, State, Local Laws and Ordinances that affect the Contract in any way.

3.2 Storage of Materials

- 3.2.1** Vendor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the designated site all materials and equipment required for the performance of the Contract.

- 3.2.2** Vendor is not entitled to payment, except for those materials which in the City's discretion are properly stored and transported.

This requirement in no way relieves the successful bidder(s) of their responsibility to notify the proper regulatory agencies of a spill incident.

In the event of a spill or leak, the successful bidder(s) shall provide the necessary personnel to respond to and work with the City of North Port Fire Rescue Department or designated Hazardous Materials Response Team. The successful bidder(s) shall manage and oversee "After Event" clean-up efforts. Should a spill or leak caused by successful bidders' personnel, equipment, or method of delivery occur, successful bidder(s) shall immediately comply with all applicable terms and conditions of the Superfund Amendments and Reauthorization Act of 1986, 42 USC 11001, et. Seq. (SARA) and the Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes. The responsibility of compliance with Federal, State, and/or City Rules and Regulations regarding vendor-caused spills or releases shall rest with the successful bidder(s). Successful bidder(s) agrees to hold the City of North Port harmless for failure to properly report and/or comply with this provision.

3.3.5 LATE DELIVERY: The City Manager or designee may immediately terminate the Contract if Vendor does not deliver goods on the date specified by Vendor in order form, or alternatively may obtain such goods from an alternative source of supply. The City shall not be required to accept any late delivery of goods.

END OF SECTION II

RFB NO. 2022-01 WATER AND WASTEWATER TREATMENT CHEMICALS

Bidders shall bid unit prices, F.O.B. destination. These prices shall be considered firm for the duration of the fiscal year (October 1 thru September 30). This contract will be used for payment, including transportation, labor, equipment, and incidentals used in delivering supplies and materials to the point of delivery.

PRICE ADJUSTMENT: The Vendor may submit requests for unit price adjustments annually. Any price adjustment will require at least thirty (30) calendar days written notice from the Vendor to the City for approval. If the unit price adjustment request is for an increase, and the request is not submitted within this thirty-day timeframe, the Vendor will not be entitled to a price increase for the upcoming year.

Any price adjustments for the subsequent one-year term(s) shall only increase or decrease according to the latest version of data published by the U.S. Department of Labor, Bureau of Labor Statistics for the 12-month percentage change for the month of April, Producer Price Index (PPI) Industry Series or any other indices recognized for chemical supply as listed on the bid form.

The City reserves the right to evaluate all requested unit price adjustments to determine if they are appropriate and reasonable. Should the City and the Vendor not mutually agree to a price adjustment, then the City may terminate the agreement with written notice to Vendor. The Vendor must justify its request for an increase by submitting detailed price data and supporting documentation to verify the validity of the unit price increase. The Vendor must also furnish a written statement which states that the increase represents the cost of the service or supply of the goods, and in no way includes an increase for profits or overhead. The City's Purchasing Division may require additional information to verify the price increase.

The City reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not able to satisfactorily perform the contract.

Award is subject to approval of City's budget.

Storage tanks, when required for materials offered under this bid, shall be furnished by the successful bidder(s), on a no-cost-to-buyer loan basis.

SP-04 QUANTITIES: The quantities specified are based on annual estimates. The City makes no guarantee regarding the quantity to be purchased and reserves the right to increase or decrease the total quantities, as necessary, to meet actual requirements.

SP-05 REFERENCES: As part of the evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications. Prime bidder must be fully licensed to do business in the State of Florida and be currently licensed as a Certified General Contractor in the State of Florida and provide proof of licensure with the submitted Bid Proposal. Bidders must have successfully completed, as a Prime or Subcontractor, at least one (2) projects, in the past six (6) years, of similar type, size and dollar value of the project described herein.

SP-06 QUALITY: The City will make the sole determination as to the suitability of materials when quality is a question or concern. If quality is proven to be inadequate it shall be the responsibility of the vendor, at no additional cost to the city, to dispose of the inadequate chemical and replace with the appropriate chemical of the disposed quantity.

SP-07 OTHER ENTITY USE: The successful bidder(s) may be requested to convey their bid prices, contract

RFB NO. 2022-01 WATER AND WASTEWATER TREATMENT CHEMICALS

Successful bidder(s) must make deliveries within 96 hours after notification unless otherwise arranged with city personnel. If the successful bidder(s) cannot meet the requirements, the City shall purchase from another source until successful bidder(s) is able to meet the requirements.

SP-09 IDENTIFICATION: Each shipment shall exhibit a form of identification. Shipments shall be marked legibly with net weight of contents, manufacturer name, and brand name. Failure to comply may result in rejection of shipment at no cost to the City.

SP-10 SAFETY MEASURES: Bidder(s) shall assure the City that each delivery truck will have the appropriate licensure and safety equipment for the delivery.

Successful bidder(s) guarantee that when, in the opinion of the City, an emergency condition exists, trained emergency crew(s) and proper equipment will be immediately available on a 24-hour basis if the City places a telephone call to the number provided by the successful bidder(s).

The awarded vendor(s) shall supply, in writing, an emergency spill response plan with emergency response personnel names and contact telephone numbers and 24-hour contact numbers.

Proper spill response notifications procedure along with any forms as required by all local, state or federal regulatory agencies shall be supplied by the successful bidder(s) and any subcontracted delivery companies. This requirement in no way relieves the successful bidder(s) of his responsibility to notify the proper regulatory agencies of a spill incident.

In the event of a spill or leak, the successful bidder(s) shall provide the necessary personnel to respond to and work with the City of North Port Fire/Rescue or designated Hazardous Materials Response Team. The successful bidder(s) shall manage and oversee "After Event" clean-up efforts. Should a spill or leak caused by successful bidders' personnel, equipment, or method of delivery occur, successful bidder(s) shall immediately comply with all applicable terms and conditions of the Superfund Amendments and Reauthorization Act of 1986, 42 USC 11001, et. seq. (SARA) and the Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes. The responsibility of compliance with Federal, State, and/or City Rules and Regulations regarding vendor caused spills or releases shall rest with the successful bidder(s). Successful bidder(s) agrees to hold the City harmless for failure to properly report and/or comply with this provision.

SP-11 SODIUM HYDROXIDE SOLUTION NaOH & 50% (CAUSTIC SODA): Sodium Hydroxide (Caustic Soda) is used in water treatment systems and wet scrubber odor control type systems. This chemical is intended specifically for use in the manipulation of pH for stability purposes in water treatment systems and wet scrubber odor-control systems. All specifications are to be in accordance with AWWA Standard B501-08 with the following specifics and additions:

Caustic Soda 50% shall be available in bulk deliveries in quantities of at least one tanker truck per delivery to the City of North Port Water Treatment Plant at 5655 North Port BLVD and 11820 Manasota Beach Road. Only liquid 50% solution is required at this location. All products shall meet NSF-60 or 61 requirements as appropriate.

50% Sodium Hydroxide solution NaOH should be priced in gallons.

and/or removing causative agents responsible for producing taste and odors in potable water. Powdered Activated Carbon shall be in accordance with AWWA Standard B600-10 (or latest edition).

Affidavit of compliance stating that the activated carbon complies with the applicable provisions of AWWA Standard B600-10 (or latest edition) and these specifications are required. Also, certified weight certificates for each shipment will be required. Product should be shipped in 50-pound multi-wall bags. Palletizing to be included in bid price. And pallets will have slats on both sides of wooden frame. This is to be delivered to 5655 North Port BLVD.

Powdered Activated Carbon shall meet NSF-60 or 61 as appropriate.

SP-15 Sodium Hypochlorite Solution NaOCl 12.5% (Liquid Chlorine Bleach): Sodium Hypochlorite (Liquid Chlorine Bleach) is used in water and wastewater treatment facilities at the following addresses.

- 8898 South Tamiami Trail
- 5355 Pan American BLVD
- 5655 North Port BLVD
- 1550 Nabatoff St.
- 8060 South Tamiami Trail
- 11820 Manasota Beach Road

Sodium Hypochlorite shall be in accordance with AWWA Standard B300-10 (or latest edition) modified as follows:

- Sodium Hypochlorite shall be available in bulk tanker truck deliveries to locations throughout the City. Deliveries will range from bi-weekly to monthly at the various locations.
- Affidavit of compliance stating that the Sodium Hypochlorite complies with the applicable provisions of AWWA Standard B300-10 (or latest edition) and these specifications are required.
- Sodium Hypochlorite shall be 12.5 trade percent available chlorine.
- Sodium Hypochlorite solution shall be a clear liquid containing not more than 0.15 percent insoluble matter by weight.
- Shipment shall be by bulk tanker truck.
- Supplier must provide a receipt with the exact quantity in gallons of Sodium Hypochlorite delivered at the time of delivery.
- Supplier shall be responsible for pumping Sodium Hypochlorite into City's storage tanks and shall provide all necessary equipment compatible with the City's filling stations.
- Sodium Hypochlorite shall meet NSF-60. "This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects."

In the event that a company is using a subcontractor to either manufacture or deliver the product, the requested references shall apply to the subcontractor as well.

At the sole discretion of the City, the Contractor's delivery personnel (driver) may be asked to collect a sample of hypochlorite before the shipment is unloaded. In this case, the City will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to the City. The sample shall be considered representative of the lot.

may be requested and used at the City's facilities for testing before approval. Regardless of the test results obtained, the City shall be the sole judge of the product to be purchased in the best interest of the City. No vendor or bidder shall be compensated by the City for conducting tests or submitting a bid.

Any product is subject to rejection at any time due to plant process issues. In which case the city will choose the next process proven product or Bidder.

SP-19 LIQUID CO₂ (Carbon Dioxide): This item covers furnishing Bulk Carbon Dioxide (CO₂). The material shall meet ANSI/AWWA B510-12 and ANSI/NSF Std. 60 for use in treating municipal drinking water. The City will require an affidavit of compliance with all applicable requirements of the standard.

Vendor will inspect tank fittings, valves, connections prior to filling bulk tank to ensure compatibility with Vendor's equipment and operating safety.

Trucks used for transportation shall comply with all applicable local, state and federal regulations regarding this transportation. And will be delivered to 11820 Manasota Beach Road.

Bidding will be in pounds and delivery tickets will be supplied in pounds received.

SP-20 SCALE INHIBITOR: This item is intended for use in Reverse Osmosis Water Treatment Plants it is used prior to the final cartridge filter. Item must be certified for use by all major membrane manufacturers. The current product being used is AWC A-102 Ultra. This product is acceptable, and all other products must meet the same specifications and be submitted prior to bidding for approval by the City. Should samples be required for bid evaluation, Bidders will be required to deliver 10 gallons to the City at a predetermined site at no charge to the City for testing of product prior to awarding the bid. If bidder wants to propose a different product than listed, they must provide at least two references who use the proposed product in an R.O. facility used to produce potable water (must include contacts and phone numbers).

Product will be shipped in 250-gallon totes to 5655 North Port BLVD and 11820 Manasota Beach Road.

Product will be bid in gallons.

Product must be NSF to NSF/ANSI Standard 60 certified for use in treating municipal drinking water.

SP-21 CORROSION INHIBITOR (Orthophosphate Blend): Water Distribution System Corrosion Inhibitor is an orthophosphate base or blend used as corrosion inhibitor for the treatment of potable water systems, that is NSF to NSF/ANSI Standard 60 certified. This product will be delivered to the Water treatment Plant Sites. Acceptable product is AWC A-782. All other products must meet the same specifications for use and corrosion protection. If a substitute is to be proposed it must be submitted prior to bidding closure for approval by the City. If bidder wants to propose a different product than listed, they must provide at least two references who use the proposed product in a municipal drinking water facility used to produce potable water (must include contacts and phone numbers). They must also provide the optimum water parameters including but not limited to pH and alkalinity ranges for the product. The product must also have complete solubility in water.

Product will be shipped in 250-gallon totes to 5655 North Port BLVD and 11820 Manasota Beach Road

Product will be bid in gallons.

SP-27 MANUFACTURER'S LITERATURE: Manufacturer's literature, when referenced, shall be dated, and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes, or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, Safety Data Sheets, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

SP-28 BRAND NAMES: Brand names when used in the technical specifications, are intended to denote the standard of quality and performance required of the particular material or product. The term "equal" or "equivalent", when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is suitable for the same use and capable of performing the same function, in the opinion of the City's Engineer of Record, as the material or product so specified. The City's Engineer of Record must approve proposed equal items before they are purchased or incorporated in the Work.

SP-29 TERMINOLOGY: Throughout the Contract Documents, references to City or Owner shall, where appropriate, refer to the City of North Port, a municipal corporation of the State of Florida. References to Utilities Department and North Port Utilities refer to the City of North Port's Utilities Department and are used interchangeably. References to Engineer or "Resident Project Representative" may, where appropriate, refer to the City's Utilities Engineering Manager.

The terms General Conditions and General Provisions are used interchangeably in the Contract Documents. The terms Special Conditions and Special Provisions are used interchangeably in the Contract Documents.

The term "Contract Documents" is used interchangeably with "Agreement."

SP-30 QUALIFICATIONS/REFERENCES: Vendor shall submit a minimum of two (2) recent (within the past five (5) years) references of projects of similar size and scope involving chemical deliveries and product consistency.

CRITERIA FOR AWARD: The award of this RFB shall be a multi-award to the lowest responsive, responsible bidder(s) meeting or exceeding all of the specifications. Award of this bid may be **in total or in part by line item**, whichever the City determines is in its best interest. Other considerations in the award of this bid shall be the number of days required to deliver after receipt of purchase order and local preference.

In addition, the bid evaluation shall consider previous performance, safety, reliability, and reference checks. Because of the hazardous nature of some products and the relatively short shelf life of others, consideration shall be given to the bidder's safety record, reliability, and previous performance.

SP-31 CRITERIA FOR AWARD: The award of this bid shall be to the lowest responsive, responsible bidder who meets or exceeds the minimum requirements of these specifications. The basis of award shall be the Bid Item for the specific product to be awarded. At their sole discretion, the City reserves the right to award none, or one, or more of the Bid Items. The Contractor shall have no basis of claim for either time or cost should the City elect to award none, one or more of the Bid of the Items.

BIDDER CHECKLIST ATTACHMENTS TO BE COMPLETED AND RETURNED WITH BID	SUBMIT THIS CHECKLIST
SEALED RFB ENVELOPE LABEL	✓
	Check (v)
ATTACHMENT 1: Insurance Requirements and Acknowledgement (page 51 acknowledgement to be submitted)	✓
ATTACHMENT 2: Excel Tabulation Price Sheet (must complete and Submit in excel format on USB DRIVE). DO NOT RECREATE THIS FORM.	✓
ATTACHMENT 3: Bid Form	✓
ATTACHMENT 4: Statement of Organization	✓
ATTACHMENT 5: Addenda and Bond Form	✓
ATTACHMENT 6: Equipment and Source of Supply/Subcontractor List	✓
ATTACHMENT 7: Qualifications and References	✓
ATTACHMENT 8: Non-Collusive Affidavit	✓
ATTACHMENT 9: Conflict of Interest	✓
ATTACHMENT 10: Public Entity Crime Information	✓
ATTACHMENT 11: Drug-Free Workplace Form	✓
ATTACHMENT 12: Affidavit Claiming Status as a Local Business or North Port Local Business Status (If not claiming, state N/A)	N/A
ATTACHMENT 13: Scrutinized Company Certification Form	✓
ATTACHMENT 14: Lobbying Certification	✓
ATTACHMENT 15: Vendor's Certification For E-Verify System	✓

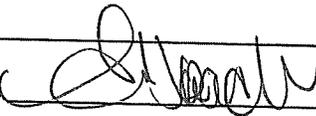
**ENVELOPES MUST BE MARKED
"SEALED BID ENVELOPE LABEL BELOW (NEXT PAGE)".**

PLEASE NOTE: Courier Packages (Fedex, UPS, etc.) shall be clearly marked.

If not using label provided on the next page, please include the following on the outside envelope: COMPANY NAME, RFB #, RFB TITLE, DATE DUE, TIME DUE, SUBMITTED BY, NAME OF COMPANY, E-MAIL ADDRESS, TELEPHONE.

Date: October 25, 2021

Signed (Person authorized to bind the company):



Name (printed): Stephanie Ubach

Title: Municipal Bid Manager

ATTACHMENT 1:

EXCEL TABULATION

SEPARATE ATTACHMENT

- DO NOT RECREATE
- COMPLETE AND SUBMIT IN EXCEL FORMAT ON USB DRIVE

It is understood that the estimated summary of pay item quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation shall be computed upon the basis of the actual quantities in the completed work, whether they be more or less than those shown.

Preparation of Bid Schedules: Contractor **MUST** use the City provided excel spreadsheet. DO NOT RECREATE FORM. All blank spaces in the Bid Form to be filled. Bidder should not reference the words "No Charge, N/A, included, dash, etc." in any of the blocks. Bidder must identify a monetary amount for each UNIT COST (unless the unit price is "x" out by the City). UNIT COST prevails over EXTENDED COST. Failure to identify a monetary amount in any of the UNIT COST line items shall cause Bidder to be deemed non-responsive and bid response be rejected. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.

respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- c. Policy shall contain a waiver of subrogation against the City of North Port.

3. Worker's Compensation and Employers' Liability (PER CHAPTER 440. FLORIDA STATUTES)

The Contractor shall procure and maintain Worker's Compensation insurance for all his employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by protection afforded by the Contractor's Workers Compensation insurance. For additional information contact the Department of financial Services, Workers' Compensation Division at 850.413.1601 or on the web at www.fldfs.com. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide, and shall cause each subcontractor to provide, Employer's Liability Insurance for the protection of such of his employees not otherwise protected under such provisions. The minimum liability limits of such insurance shall not be less than herein specified or in that amount specified by law for that type of damage claim.

Proof of such insurance shall be filed by the Contractor with the City within ten (10) days after the execution of this Contract.

Workers' Compensation Employers' Liability

- Each Accident, each employee, bodily injury or disease \$1,000,000
- a. Policy shall contain a waiver of subrogation against the City of North Port.
 - b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
 - c. If the contractor has no employees, the contractor must submit to the City the Workers Compensation Exemption from the State of Florida.

4. Contractors' Pollution Legal Liability (if project involves environmental hazards) – If Required.

- Each Occurrence or Claim \$500,000
- Policy Aggregate \$500,000

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- 5. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Contractor's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.
- 6. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy.
- 7. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City's Risk Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- 8. Certificates of Insurance Evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before the Contractor will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

Bidders should carefully review their existing insurances and consider their ability to meet these requirements prior to submission. The requirements should be forwarded to their agent, broker, and insurance providers for review

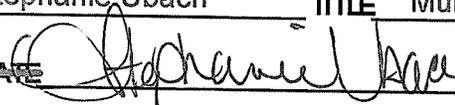
Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the same insurance requirements spelled out above.

All certificates of insurance must be on file with and approved by the City of North Port Risk Division before the commencement of any work activities.

Bidder Statement:

We understand the requirements requested and agree to fully comply.

BIDDER'S NAME Stephanie Ubach TITLE Municipal Bid Manager

AUTHORIZED SIGNATURE  DATE October 25, 2021

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 3:
"REVISED BID FORM"**

N/A

Name of Bidder/Company Name: _____
Business Address: _____
City/State/Zip Code: _____
Bidder/Company Telephone Number: _____
E-mail Address: _____
Contractor License #: _____ - _____
FEID #: _____

To the City Commission of the City of North Port pursuant to and in compliance with your notice inviting sealed bids (Invitation to Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself/herself with the terms of the Contract documents, local conditions affecting the performance of the Contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services and design of certain items necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other Contract documents for the prices hereinafter set forth.

The undersigned, as Bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Attachments, Exhibits, Insurance Requirements, Bid Form, Permit Fees, Plan Revisions, Plans, and any other reports or documentation for: **RFB 2022-01 WATER AND WASTEWATER TREATMENT CHEMICALS** and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price line items as indicated on the bid schedule form(s) submitted. The above specified documents are herein incorporated into the BidForm.

The undersigned as Bidder, declares that the only persons or parties interested in this submittal as principals are those named herein: that this submittal is made without collusion with any person, firm, or corporation: and he/she proposes and agrees, if the proposal is accepted, that he/she will execute a Contract with the City in the form set forth in the Contract documents and that he/she will accept in full payment thereof the following prices, to wit:

PROJECT TOTAL:

_____ \$ _____

Through the signing of this Bid Form, Bidder attests his/her bid is guaranteed for a period of not less than **NINETY (90) DAYS** from the date of the official bid opening.

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED



ATTACHMENT 4:

STATEMENT OF ORGANIZATION

The following information will be provided to the City of North Port for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, and capitalization is exactly as registered with the state or federal government.

Company Name Brenntag Mid-South, Inc.

270-855-0694 subach@brenntag.com Go green
 Telephone # E-Mail Fax #

250 Central Florida Parkway
 Main Office Address

Orlando FL 32824-7601
 City State Zip Code

Address of Office Servicing City of North Port, if different than above: SAME AS ABOVE
3520 Adamo Drive

Tampa FL 33605
 Office Address City State Zip Code

800-876-1727: Branch subach@brenntag.com
 Telephone # E-mail Fax #

Stephanie Ubach Municipal Bid Manager
 Name & Title of Firm Representative

Federal Identification Number: 61-0504545

Bidder shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

(Please Check One)

Is this a Florida Corporation: Yes or No Registered in 50 states

If not a Florida Corporation,
 In what state was it created: Kentucky

Name as spelled in that State: KY

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: 823462

Does it use a registered fictitious name: Yes or No

ATTACHMENT 6:

EQUIPMENT AND SUBCONTRACTOR/SUPPLIER LIST

Equipment is located at: Orlando and Tampa branch(s)

The following is a listing of your equipment, inclusive of manufacturer, year and condition. List the condition of equipment/vehicles utilized for this project in accordance with the following scale: **1-Excellent: 2-Good: 3-Fair: 4-Poor.** (Attach additional sheets, if required.)

Description	Manufacturer	Year	Condition	Leased/Owned (If leased, date of expiration)
Company owned fleet, custom vehicles for Mini-Bulk				

SOURCE OF SUPPLY AND SUBCONTRACTOR FORM

The following sources of supply and subcontractors shall be used for the **RFB NO. 2022-01 WATER AND WASTEWATER TREATMENT CHEMICALS**. If Bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to City approval. (If not applicable, state N/A).

SUBCONTRACTOR(S) N/A

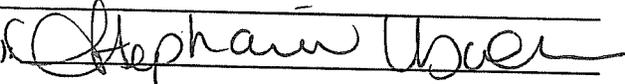
(PLEASE INCLUDE ADDRESS/TELEPHONE NUMBER & E-MAIL)

1. _____
2. Brenntag does not use subs
3. _____

SUPPLIER(S)

1. _____
2. _____
3. _____

Date: October 25, 2021

Signed (Person authorized to bind the company): 

Name (printed): Stephanie Ubach Title: Municipal Bid Manager

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2022-01 WATER AND WASTEWATER TREATMENT CHEMICALS

3. Business/Customer Name: City of Vero Beach

Name of Contact Person/Title: Jeff Howard

Telephone# 321-427-8477 Fax Go green E-mail jhoward@covb.com

Address 2515 Airport rd Vero Beach

Contract Period: FROM _____ TO _____ Multiple

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Phone Number _____

Duration of Contract or business relationship 20 years+

Type of Services Provided Chemical Delivery

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

4. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

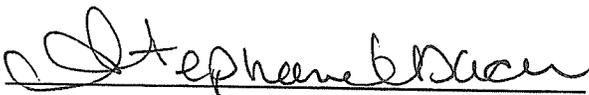
Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Date: October 25, 2021

Signed (Person authorized to bind the company): 

Name (printed): Stephanie Ubach Title: Municipal Bid Manager

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 9:
CONFLICT OF INTEREST FORM**

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

I am an employee, public officer or advisory board member of the City

(List Position Or Board)

I am the spouse or child of an employee, public officer or advisory board member of the City

Name: _____

An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.

Name: _____

Respondent employs or contracts with an employee, public officer or advisory board member of the City

Name: _____

None of The Above

PART II:

Are you going to request an advisory board member waiver?

I will request an advisory board member waiver under §112.313(12)

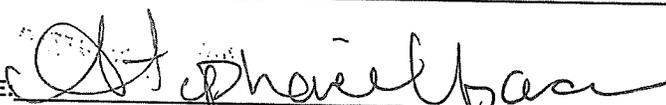
I will NOT request an advisory board member waiver under §112.313(12)

N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any bidders whose conflicts are not waived or exempt.

COMPANY: Brenntag Mid-South, Inc.

SIGNATURE: _____



This page must be completed and submitted

**ATTACHMENT 11:
DRUG-FREE WORKPLACE FORM**

The undersigned Respondent in accordance with Florida Statute §287.087 hereby certifies that: Brenntag Mid-South, Inc. (Company Name) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 of this section.
- As the person authorized to sign the statement, I certify that Respondent complies fully with the above requirements.

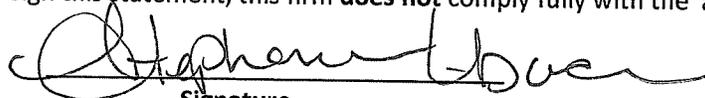
Check one:



As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.



As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.



Signature

Stephanie Ubach
Print Name

Print Name

October 25, 2021
Date

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED

AFFIDAVIT

Claiming Status as a North Port Local Business N/A

****CONTRACTOR MUST MEET ALL 4 REQUIREMENTS BELOW TO CLAIM NORTH PORT BUSINESS STATUS****

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared: _____

who, being first duly sworn, deposes and says that:

1. I am the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached bid:

AND

2. I am fully informed respecting the operation and employees of the Bidder:

AND

3. I affirm that the Bidder has maintained its primary physical business address within the limits of the City of North Port for a period of six (6) months or more before submitting this bid, from which the Bidder operates or performs business. The qualifying local address is

AND

4. I affirm that at least fifty percent (50%) of the Bidder's employees are residents of the City of North Port.

If requested by the City, the Bidder will be required to provide documentation substantiating the information given in this affidavit. City of North Port reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the Bidder's submission being deemed non-responsive.

Any Bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City Contracts for a period of three (3) years.

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____ 2021, by _____.

Notary Public – State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

This page to be returned ONLY if Contractor is claiming a North Port Local Business Status.

ATTACHMENT 14:

LOBBYING CERTIFICATION

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

STATE OF Florida

COUNTY OF Orange

This 25th day of October of 2021 Ray Sibbitt, being first duly sworn, deposes and says that he or she is the authorized representative of Brenntag Mid-South, Inc. (Name of the Contractor, firm or individual), and that the vendor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the City in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the City. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a time as the Commission has made a final and conclusive determination.

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Commission in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Commission or an officer or employee of the City in connection with this Contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

Signed, sealed and delivered this 25th day of October, 2021.

By: [Signature]
Ray Sibbitt
(Printed Name)
Dir. of Municipal Business
(Title)

STATE OF FLORIDA

COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 25th day of October 2021, by Ray Sibitt.

[Signature]
Notary Public - State of Florida

Personally Known OR Produced Identification
Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED



**RFB 2022-01 CHEMICALS ATTACHMENT 1
 BID FORM - TABULATION- COST SCHEDULE**

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS: Brenntag Mid-South Inc

CONTACT PERSON: Stephanie Ubach

EMAIL ADDRESS: subach@brenntag.com

AUTHORIZED SIGNATURE: 

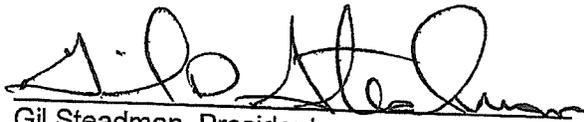
ITEM #	DESCRIPTION	EST QTY	UNIT	TOTAL UNIT COST	EXTENDED COST
1	CHEMICALS				
1	SODIUM HYDROXIDE SOLUTION NaOH at 50% (CAUSTIC SODA)	36,500	GALLON	\$ 2.21	\$ 80,665.00
2	ALUMINUM SULFATE (40%)	900,000	GALLON	\$ -	\$ -
3	COAGULANT AID	6,400	POUND	\$ -	\$ -
4	POWDERED ACTIVATED CARBON	4,800	POUND	\$ -	\$ -
5	SODIUM HYPOCHLORITE SOLUTION NaOCl 12.5%	260,000	GALLON	\$ -	\$ -
6	SULFURIC ACID	22,000	GALLON	\$ 1.90	\$ 41,800.00
7	AMMONIUM SULFATE 10% LIQUID	17,300	GALLON	\$ 2.32	\$ 40,136.00
8	FLOCCULANT POLYMER (WSTEWATER DRUM THICKENER)	10,000	GALLON	\$ -	\$ -
9	LIQUID CO2 (CARBON DIOXIDE)	9,125	POUND	\$ -	\$ -
10	SCALE INHIBITOR	8,400	GALLON	\$ -	\$ -
11	CORROSION INHIBITOR (ORTHOPHOSPHATE BLEND)	4,300	GALLON	\$ -	\$ -
12	CALCIUM CHLORIDE 32%	36,500	GALLON	\$ -	\$ -
13	SODIUM HYDROSULFIDE	21,000	GALLON	\$ -	\$ -
TOTAL					\$ 162,601.00



MEMORANDUM

TO: To Whom It May Concern
FROM: Gil Steadman
DATE: July 12, 2021
SUBJECT: Authority to Sign

This is to advise that Stephanie Ubach, in her capacity as Municipal Bid Manager, has authority to sign Bid Documents on behalf of Brenntag Mid-South, Inc.



Gil Steadman, President

Seal

State of Kentucky
County of Union...SST

Subscribed and sworn to before me by Gil Steadman, personally known to me, on this the 12th day of July, 2021.



Kelly Joiner, Notary Public
My Commission Expires: 2/8/22

Brenntag Mid-South, Inc.
1405 Highway 136 West (42420)
PO Box 20
Henderson, KY 42419-0020

MEMORANDUM

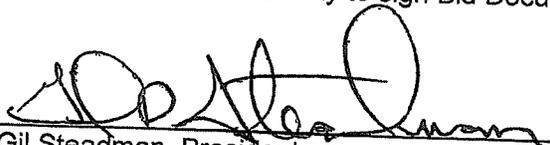
TO: To Whom It May Concern

FROM: Gil Steadman

DATE: July 12, 2021

SUBJECT: Authority to Sign

This is to advise that Ray Sibbitt, in his capacity as Director of Mini-Bulk/Municipal Development, has authority to sign Bid Documents on behalf of Brenntag Mid-South, Inc.



Gil Steadman, President

State of Kentucky
County of Union... SST

Subscribed and sworn to before me by Gil Steadman, personally known to me, on this the 12th day of July, 2021.



Kelly Joiner, Notary Public
My Commission Expires: 2/8/22

1. Identification

Product identifier **AMMONIUM SULFATE 40% NSF MINIBULK DOT-SP 1212**
Other means of identification None.
Recommended use ALL PROPER AND LEGAL PURPOSES
Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name Brenntag Mid-South, Inc.
Address 1405 Highway 136, West
 Henderson, KY 42420
Telephone 270-830-1222
E-mail Not available.
Emergency phone number 800-424-9300 CHEMTREC

2. Hazard(s) identification

Physical hazards Not classified.
Health hazards Not classified.
Environmental hazards Not classified.
OSHA defined hazards Not classified.

Label elements

Hazard symbol None.
Signal word None.
Hazard statement The mixture does not meet the criteria for classification.
Precautionary statement
 Prevention Observe good industrial hygiene practices.
 Response Wash hands after handling.
 Storage Store away from incompatible materials.
 Disposal Dispose of waste and residues in accordance with local authority requirements.
Hazard(s) not otherwise classified (HNOC) None known.

Supplemental information 40% of the mixture consists of component(s) of unknown acute oral toxicity. 40% of the mixture consists of component(s) of unknown acute dermal toxicity. 100% of the mixture consists of component(s) of unknown acute inhalation toxicity.

3. Composition/information on ingredients

Mixtures

The manufacturer lists no ingredients as hazardous according to OSHA 29 CFR 1910.1200.

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

4. First-aid measures

Inhalation Move to fresh air. Call a physician if symptoms develop or persist.
Skin contact Wash off with soap and water. Get medical attention if irritation develops and persists.
Eye contact Rinse with water. Get medical attention if irritation develops and persists.
Ingestion Rinse mouth. Get medical attention if symptoms occur.
Most important symptoms/effects, acute and delayed Direct contact with eyes may cause temporary irritation.

9. Physical and chemical properties

Appearance

Physical state	Liquid.
Form	Liquid.
Color	CLEAR COLORLESS
Odor	ODORLESS
Odor threshold	Not available.
pH	3
Melting point/freezing point	Not available.
Initial boiling point and boiling range	212 °F (100 °C) estimated
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	10.24 lbs/gal
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.
Percent volatile	60 % estimated
Specific gravity	1.23

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Conditions to avoid	Contact with incompatible materials.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation	No adverse effects due to inhalation are expected.
Skin contact	No adverse effects due to skin contact are expected.

15. Regulatory information

US federal regulations This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

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

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)

Not regulated.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical No

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

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

Not regulated.

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

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 2016 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

International Inventories

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

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

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

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

Issue date 04-12-2019
Revision date 04-12-2019
Version # 02



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

Detail by Entity Name

Foreign Profit Corporation

BRENTAG MID-SOUTH, INC.

Filing Information

Document Number 823462
FEI/EIN Number 61-0504545
Date Filed 10/28/1969
State KY
Status ACTIVE
Last Event CORPORATE MERGER
Event Date Filed 07/27/2001
Event Effective Date 08/01/2001

Principal Address

1405 Highway 136 West
 Henderson, KY 42420

Changed: 04/22/2021

Mailing Address

1405 Highway 136 West
 Henderson, KY 42420

Changed: 04/22/2021

Registered Agent Name & Address

CT CORPORATION SYSTEM
 1200 S. PINE ISLAND ROAD
 PLANTATION, FL 33324

Name Changed: 06/22/1992

Address Changed: 06/22/1992

Officer/Director Detail

Name & Address

Title Secretary

Reeve, Leslie
 1405 Highway 136 West
 Henderson, KY 42420

04/12/2011 -- ANNUAL REPORT	View image in PDF format
04/09/2010 -- ANNUAL REPORT	View image in PDF format
04/24/2009 -- ANNUAL REPORT	View image in PDF format
04/21/2008 -- ANNUAL REPORT	View image in PDF format
04/30/2007 -- ANNUAL REPORT	View image in PDF format
04/27/2006 -- ANNUAL REPORT	View image in PDF format
06/06/2005 -- ANNUAL REPORT	View image in PDF format
04/12/2004 -- ANNUAL REPORT	View image in PDF format
04/28/2003 -- ANNUAL REPORT	View image in PDF format
04/23/2002 -- ANNUAL REPORT	View image in PDF format
07/27/2001 -- Merger	View image in PDF format
05/23/2001 -- Name Change	View image in PDF format
05/07/2001 -- ANNUAL REPORT	View image in PDF format
05/19/2000 -- ANNUAL REPORT	View image in PDF format
04/27/1999 -- ANNUAL REPORT	View image in PDF format
05/12/1998 -- ANNUAL REPORT	View image in PDF format
05/08/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

1. Identification

Other means of identification None known.
Product identifier **SULFURIC ACID 50% NSF**
Recommended use ALL PROPER AND LEGAL PURPOSES
Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name Brenntag Mid-South, Inc.
Address 1405 Highway 136, West
 Henderson, KY 42420
Telephone 270-830-1222
E-mail Not available.
Emergency phone number 800-424-9300 CHEMTREC

2. Hazard(s) identification

Physical hazards Not classified.
Health hazards Skin corrosion/irritation Category 1
 Serious eye damage/eye irritation Category 1
Environmental hazards Not classified.
OSHA defined hazards Not classified.
Label elements



Signal word Danger
Hazard statement Causes severe skin burns and eye damage. Causes serious eye damage.
Precautionary statement
Prevention Do not breathe mist/vapors. Wash thoroughly after handling. Wear protective gloves/protective clothing/eye protection/face protection.
Response If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse.
Storage Store locked up.
Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC) None known.
Supplemental information 49.94% of the mixture consists of component(s) of unknown acute oral toxicity. 49.94% of the mixture consists of component(s) of unknown acute dermal toxicity. 100% of the mixture consists of component(s) of unknown acute inhalation toxicity.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
SULFURIC ACID		7664-93-9	49.941
Other components below reportable levels			50.059

US. ACGIH Threshold Limit Values

Components	Type	Value	Form
SULFURIC ACID (CAS 7664-93-9)	TWA	0.2 mg/m3	Thoracic fraction.

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
SULFURIC ACID (CAS 7664-93-9)	TWA	1 mg/m3

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

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

Individual protection measures, such as personal protective equipment

The following are recommendations for Personnel Protective Equipment (PPE). The employer/user of this product must perform a Hazard Assessment of the workplace according to OSHA regulations 29 CFR 1910.132 to determine the appropriate PPE for use while performing any task involving potential exposure to this product.

Eye/face protection Wear safety glasses with side shields (or goggles) and a face shield.

Skin protection

Hand protection Wear appropriate chemical resistant gloves.

Other Wear appropriate chemical resistant clothing.

Respiratory protection In case of insufficient ventilation, wear suitable respiratory equipment.

Thermal hazards Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties**Appearance**

Physical state Liquid.

Form Liquid.

Color CLEAR COLORLESS

Odor NO CHARACTERISTIC

Odor threshold Not available.

pH Not available.

Melting point/freezing point -35 °F (-37.22 °C)

Initial boiling point and boiling range 382.8 °F (194.89 °C) estimated

Flash point Not available.

Evaporation rate Not available.

Flammability (solid, gas) Not applicable.

Upper/lower flammability or explosive limits

Flammability limit - lower (%) Not available.

Flammability limit - upper (%) Not available.

Explosive limit - lower (%) Not available.

Explosive limit - upper (%) Not available.

Vapor pressure Not available.

Vapor density Not available.

Relative density Not available.

Specific target organ toxicity - repeated exposure Due to partial or complete lack of data the classification is not possible.

Aspiration hazard Due to partial or complete lack of data the classification is not possible.

Chronic effects Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Components	Species	Test Results	
SULFURIC ACID (CAS 7664-93-9)			
Aquatic			
Crustacea	EC50	Daphnia magna > 100 mg/l, 48 hours	
	LC50	Aesop shrimp (Pandalus montagu)	42.5 mg/l, 48 hours
		Cockle (Cerastoderma edule)	200 - 500 mg/l, 48 hours
		Common shrimp, sand shrimp (Crangon crangon)	70 - 80 mg/l, 48 hours
		Green or European shore crab (Carcinus maenas)	70 - 80 mg/l, 48 hours
Fish	LC50	Starry, european flounder (Platichthys flesus)	100 - 330 mg/l, 48 hours
		Western mosquitofish (Gambusia affinis)	42 mg/l, 24 hours
			42 mg/l, 48 hours
		42 mg/l, 96 hours	

Persistence and degradability No data is available on the degradability of this product.

Bioaccumulative potential No data available.

Mobility in soil No data available.

Other adverse effects No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Incinerate the material under controlled conditions in an approved incinerator. Dispose of contents/container in accordance with local/regional/national/international regulations.

Local disposal regulations Dispose in accordance with all applicable regulations.

Hazardous waste code D002: Waste Corrosive material [pH <=2 or >=12.5, or corrosive to steel]
The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

Waste from residues / unused products Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).

Contaminated packaging Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

UN number UN2796
UN proper shipping name SULFURIC ACID
Transport hazard class(es)
Class 8
Subsidiary risk -
Packing group II

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.
Transport information on packaging may be different from that listed. Transportation information on packaging may be different from that listed.

IATA

UN number UN2796

Superfund Amendments and Reauthorization Act of 1986 (SARA)**SARA 302 Extremely hazardous substance**

Chemical name	CAS number	Reportable quantity (pounds)	Threshold planning quantity (pounds)	Threshold planning quantity, lower value (pounds)	Threshold planning quantity, upper value (pounds)
SULFURIC ACID	7664-93-9	1000	1000		

SARA 311/312 Hazardous chemical

Classified hazard categories Skin corrosion or irritation
 Serious eye damage or eye irritation

SARA 313 (TRI reporting)

Chemical name	CAS number	% by wt.
SULFURIC ACID	7664-93-9	49.941

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

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

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.**Drug Enforcement Administration (DEA). List 2, Essential Chemicals (21 CFR 1310.02(b) and 1310.04(f)(2) and Chemical Code Number**

SULFURIC ACID (CAS 7664-93-9) 6552

Drug Enforcement Administration (DEA). List 1 & 2 Exempt Chemical Mixtures (21 CFR 1310.12(c))

SULFURIC ACID (CAS 7664-93-9) 20 %WV

DEA Exempt Chemical Mixtures Code Number

SULFURIC ACID (CAS 7664-93-9) 6552

US state regulations**California Proposition 65**

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

US. California. Candidate Chemicals List. Safer Consumer Products Regulations (Cal. Code Regs, tit. 22, 69502.3, subd. (a))

SULFURIC ACID (CAS 7664-93-9)

International Inventories

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

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

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

1. Identification

Other means of identification None known.
Product identifier **SODIUM HYDROXIDE 50% DIA**
Recommended use ALL PROPER AND LEGAL PURPOSES
Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name Brenntag Mid-South, Inc.
Address 1405 Highway 136, West
 Henderson, KY 42420
Telephone 270-830-1222
E-mail Not available.
Emergency phone number 800-424-9300 CHEMTREC

2. Hazard(s) identification

Physical hazards Not classified.
Health hazards Skin corrosion/irritation Category 1
 Serious eye damage/eye irritation Category 1
 Specific target organ toxicity, single exposure Category 3 respiratory tract irritation
Environmental hazards Not classified.
OSHA defined hazards Not classified.
Label elements



Signal word Danger
Hazard statement Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.
Precautionary statement
Prevention Do not breathe mist/vapors. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/protective clothing/eye protection/face protection.
Response If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse.
Storage Store in a well-ventilated place. Keep container tightly closed. Store locked up.
Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC) None known.
Supplemental information 50% of the mixture consists of component(s) of unknown acute oral toxicity. 50% of the mixture consists of component(s) of unknown acute inhalation toxicity.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
SODIUM HYDROXIDE (NA(OH))		1310-73-2	50
Other components below reportable levels			50

8. Exposure controls/personal protection

Occupational exposure limits

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

Components	Type	Value
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SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)	PEL	2 mg/m3
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US. ACGIH Threshold Limit Values

Components	Type	Value
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SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)	Ceiling	2 mg/m3
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US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
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SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)	Ceiling	2 mg/m3
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Biological limit values

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

Appropriate engineering controls

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

Individual protection measures, such as personal protective equipment

The following are recommendations for Personnel Protective Equipment (PPE). The employer/user of this product must perform a Hazard Assessment of the workplace according to OSHA regulations 29 CFR 1910.132 to determine the appropriate PPE for use while performing any task involving potential exposure to this product.

Eye/face protection Chemical respirator with organic vapor cartridge and full facepiece.

Skin protection

Hand protection Wear appropriate chemical resistant gloves.

Other Wear appropriate chemical resistant clothing.

Respiratory protection Chemical respirator with organic vapor cartridge and full facepiece.

Thermal hazards Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state Liquid.
Form Liquid.
Color COLORLESS TO SLIGHTLY COLORED

Odor ODORLESS

Odor threshold Not available.

pH 14
14

Melting point/freezing point 58 °F (14.44 °C)

Initial boiling point and boiling range 1371.2 °F (744 °C) estimated

Flash point Not available.

Evaporation rate Not available.

Flammability (solid, gas) Not applicable.

Upper/lower flammability or explosive limits

Flammability limit - lower (%) Not available.

Flammability limit - upper (%) Not available.

Material name: SODIUM HYDROXIDE 50% DIA

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SDS US

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US. National Toxicology Program (NTP) Report on Carcinogens

Not listed.

Reproductive toxicity	Due to partial or complete lack of data the classification is not possible.
Specific target organ toxicity - single exposure	May cause respiratory irritation.
Specific target organ toxicity - repeated exposure	Due to partial or complete lack of data the classification is not possible.
Aspiration hazard	Due to partial or complete lack of data the classification is not possible.
Chronic effects	Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Components	Species	Test Results
SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)		
Aquatic		
Crustacea	EC50	Water flea (Ceriodaphnia dubia) 34.59 - 47.13 mg/l, 48 hours
Fish	LC50	Western mosquitofish (Gambusia affinis) 125 mg/l, 96 hours
Persistence and degradability	No data is available on the degradability of this product.	
Bioaccumulative potential	No data available.	
Mobility in soil	No data available.	
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.	

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Incinerate the material under controlled conditions in an approved incinerator. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	D002: Waste Corrosive material [pH <=2 or =>12.5, or corrosive to steel] The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

UN number	UN1824
UN proper shipping name	SODIUM HYDROXIDE SOLUTION RQ
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	II
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
ERG number	154

Transport information on packaging may be different from that listed. Transportation information on packaging may be different from that listed.

IATA

UN number	UN1824
UN proper shipping name	SODIUM HYDROXIDE SOLUTION RQ
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	II

Material name: SODIUM HYDROXIDE 50% DIA

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SARA 313 (TRI reporting)
Not regulated.

Other federal regulations

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

Not regulated.

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

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

US. California. Candidate Chemicals List. Safer Consumer Products Regulations (Cal. Code Regs, tit. 22, 69502.3, subd. (a))

SODIUM HYDROXIDE (NA(OH)) (CAS 1310-73-2)

International Inventories

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

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

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

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

Issue date	05-04-2016
Revision date	11-19-2020
Version #	28
HMIS® ratings	Health: 3 Flammability: 0 Physical hazard: 0
NFPA ratings	Health: 3 Flammability: 0 Instability: 1

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