



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 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)

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 strikethroughs 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: 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)

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. 4 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.4

A handwritten signature in blue ink, appearing to be 'Geoff Thomas', is written over a horizontal line near the bottom of the page.



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October 8, 2021
ADDENDUM 3

TO: PROSPECTIVE BIDDERS

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

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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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Receipt of Addendum No. 3 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.3





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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.

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: 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?

Answer 5: SP-20 shall be delivered in 250-gallon totes and will be dropped off and stored on site in the transported totes. SP-21 shall be delivered in 250-gallon totes and will be dropped off and stored on site in the transported totes.

Question 6: If Sp-20 and SP-21 are not mini bulk will you need a lift gate truck?

Answer 6: Both should be delivered and lowered to ground level on site by vendor.

Question 7: Do you need inside delivery? If yes, please provide the distance from the off-loading site to the storage site.

Answer 7: No.

Question 8: We will be supplying and delivering chemicals which does not require us to be a general contractor. Could you please explain this requirement?

Answer 8: Not needed.

Question 9: The current cost of Corrosion Inhibitor.

Answer 9: No Contract in place.

Question 10: Attachment #5 (Addenda and Bond Form) from bidders' checklist was not included in bid.

Answer 10: There is no attachment 5 so please disregard. There are no bond requirements for this bid. For the addenda portion, please utilize the "Revised Bid Form" that replaces the previous Bid Form as the addendum information has been added at the bottom of "Revised Bid Form". "Revised Bid Form" is attached to this addendum.

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
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Receipt of Addendum No. 2 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.2

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

Name of Bidder/Company Name: Allied Universal Corporation
Business Address: 3901 NW 115 Ave
City/State/Zip Code: Miami, FL 33178
Bidder/Company Telephone Number: 305-888-2623
E-mail Address: Bids@Allieduniversal.com
Contractor License #: 183054 Document Number State of Florida
FEID #: 59-0776285

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 Bid Form.

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:
Three Hundred Nineteen Thousand Six Hundred and Ten Dollars \$ 319,610.00

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: October 13, 2021

Signed (Person authorized to bind the company): 

Name (printed): Cristhianne Munquia Title: Bid Coordinator

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ADDENDA

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the bid price.

Addendum No.	1			Dated	10/4/21	Addendum No.		Dated	
Addendum No.	2			Dated	10/6/21	Addendum No.		Dated	
Addendum No.	3			Dated	10/8/21	Addendum No.		Dated	
Addendum No.	4			Dated	10/13/21	Addendum No.		Dated	

Date: October 13, 2021

Signed (Person authorized to bind the company): 

Name (printed): Cristhianne Munguia Title: Bid Coordinator

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)



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October 4, 2021
ADDENDUM 1

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)

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: 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

Antiscalent: Currently no contract in place or piggyback.

Sulfuric Acid: City of Palm Coast, Florida Contract, \$2.05/gallon

Ammonium Sulfate: City of Palm Coast, Florida, \$1.62/gallon

Sodium Hydrosulfide (NaHS): Currently no contract in place or piggyback.

Powder Activated Carbon: City has not purchased

Polymer: City has not purchased.

Polymer Polydyne: Pricing is \$1.32/pounds

Question 4: On page 34 of the bid documents, for the directions for Attachment 2, the bid states to submit one USB drive. Does the bidder need to print the excel spreadsheet as well and include it in the bid documents? Also, should the USB drive only include the pricing sheet?

Answer 4: Vendors must submit a hard copy of their bid and bid schedule as well as a USB with the bid and bid schedule. Bid schedule on the USB must be in excel format.

Question 5: Does the city require the whole bid package to be sent back or just the specific attachments on page 34 (plus any other relevant info)?

Answer 5: Please submit the required documents outlined in the solicitation.

Question 6: On pg. 24, Under "Price Adjustments" the bid is stating storage tanks, when required for materials offered under this bid, shall be furnished by the successful bidder, on a no-cost-to-buyer loan basis. Are Storage tanks anticipated for this award? Specifically, for the Liquid Aluminum Sulfate.

Answer 6: They are not anticipated. I do not expect additional storage tanks to be supplied.

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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Receipt of Addendum No. 1 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.1

City of North Port



Request for Bid No. 2022-01

Water and Wastewater Treatment Chemicals

City of North Port



FINANCE DEPARTMENT/PURCHASING DIVISION

**4970 CITY HALL BLVD
NORTH PORT, FL 34286**

Office: 941.429.7170

Fax: 941.429.7173

Email: purchasing@Cityofnorthport.com

**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/filesshare> (***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

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Section III: Special Provisions 23

Section IV Check list followed by attachments 1-15 **TO BE COMPLETED AND RETURNED WITH
BID** 34

Exhibits:(Separate Document)

Attachment 1 (SEPARATE DOCUMENT) Excel Tabulation (Cost schedule) **DO NOT RECREATE**

STATEMENT OF NON-SUBMITTAL

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: _____ Type text here

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.

SECTION I. INSTRUCTIONS TO BIDDERS

THESE CONDITIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF NORTH PORT. THE CITY OF NORTH PORT MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE GENERAL CONDITIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL CONDITIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITH THIS REQUEST FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISIONS WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

DEFINITIONS: Terms used in these Instructions to Bidders are defined and have the meanings assigned to them.

- **Addenda:** a written change to a solicitation
- **Bid:** any offer submitted in response to this request for Bid.
- **Bidder:** One that submits a bid in response to this Request for Bid.
- **Bid Documents:** Includes the General Terms and Conditions: Special Conditions: Technical Specifications, the Bid Form: Non-Collusive Affidavit: Public Entity Crime Form: Certificate(s) of Insurance, if required: Payment and Performance Bonds, if required: Corporate Resolution: Bid Bond, if required: Local Business Affidavit, Scrutinized Company Affidavit and Certification and all Addendums issued prior to receipt of bids.
- **City:** Shall refer to City of North Port, a municipal corporation of the State of Florida.
- **Contract:** The agreement to perform the services set forth in this solicitation. The Contract will be comprised of the Bid documents signed by both parties including any addenda and other attachments specifically incorporated.
- **Responsible:** Refers to a Bidder that has the capacity and capability to perform the work required under a Request for Bid and is otherwise eligible for award.
- **Responsive:** Refers to a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the Request for Bid.
- **Request for Bid (RFB):** Shall mean this solicitation document, including any and all addenda. A RFB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible Bidder.
- **Solicitation:** The written document requesting either bids or proposals from the marketplace.
- **Successful Bidder(s):** The lowest responsive, responsible Bidder(s) to whom City (on basis of City's evaluation) makes an award.
- **Vendor or Contractor:** A general reference to any entity responding to this solicitation or performing under any resulting Contract.

The City has established for purposes of this Request for Bid (RFB) that the words "shall," "must," or "will" are equivalent and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response does not substantially satisfy this RFB's mandatory requirements. The words "should" or "may" are equivalent in this RFB and indicate very desirable conditions, or requirements that are permissive in nature.

1. INSTRUCTIONS TO BIDDERS

A. QUALIFICATIONS OF BIDDER: It is intent to the City to award this Contract to the lowest responsible Bidder, qualified by experience and solvency, with proven reliability and the ability to provide the services or items required under this Contract within a reasonable time frame acceptable to the City. Bidder may be required to supply information in writing at the request and discretion of the City prior to award of bids, in order to verify above requirements.

B. EXAMINATION OF BID DOCUMENTS: Prior to submission of a bid form, Bidders shall carefully examine the General Terms and Conditions, Special Conditions, Technical Specifications, and all other related bid documents, including all modifications thereof, incorporated in the bid package, plus fully informing themselves as to all existing conditions and

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

be deemed a breach of contract subjecting to cancellation or termination whichever is most appropriate and other possible penalties.

2. PREPARATION AND SUBMISSION OF BID FORM

Bid Form: Bids shall be made on forms supplied by the City, or as otherwise specified. Each bid must state the name of the Bidder, the Bidder's full business address and state the type of business entity, followed by the original signature and designation of the officer or other person authorized to bind the corporation. Any erasures or other corrections in the bid form must be explained or noted over the signature of the Bidder. Bid forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the City.

Bid Documents: Bid documents and forms shall be submitted sealed to the City of North Port, Purchasing, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286. The envelope/package shall be clearly marked with the Bid Number, Name and Business Address of the Bidder. All interested firms are required to submit one (1) original and one (1) copy of their completed bid offer.

Submission of a response constitutes a binding offer and shall be subject to all terms and conditions specified in the solicitation.

For your bid to be acceptable, ***all blank spaces*** must be completely annotated where and when requested. All bids must contain a ***manual signature*** of the authorized representative of the Bidder in the space provided on the Bid Certification Form.

Responsibility for getting this bid to the City on or before the specified date and time is solely and strictly the responsibility of the Bidder. The City will not be responsible for any delay, for any reason whatsoever. Bids must be received and stamped with the date and time on the outside of the envelope and must be in the City Purchasing Office by the date and time specified for opening.

Bids postmarked prior to said date and time but not received shall not be considered and will be returned to Bidder unopened.

Bid Guarantee: The bid form shall be signed where indicated constituting an agreement that the Bidder will not withdraw his/her bid for a period of ninety (90) days after the opening of the bids.

Source of Supply and Subcontractors: Bidders are to complete the attached Source of Supply and subcontractors form. This form must be completed and included with the bid form. If Bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to City approval.

Bid Opening: All bids received by the date and time so specified shall be opened and **the name of each Bidder and total bid price of each Bidder** read aloud within the designated room at City Hall, at the bid opening. The opening and reading shall be in the presence of the City Clerk and the Purchasing Manager or their designees. Bidders and the general public are not required to be present but are invited to attend.

Late Bids: Bids received after the date and time of bid opening will not be considered and will not be opened. It will be the Bidder's responsibility to make arrangements for the return of the bid package at their expense.

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

City's sales tax exemption is not available to vendor for items vendor purchases, regardless of whether these items will be transferred to the City.

In the event the project is declared a sales tax recovery project by the City, the following procedure shall apply:

- (a) The City representative shall make a recommendation to the Division of Procurement Services regarding the materials to be purchased:
- (b) When those materials are purchased by the City, all purchase orders shall be issued directly from Purchasing:
- (c) The City shall take title to those materials directly from the manufacturer/supplier and shall bear the risk of loss or damage to the materials which are delivered directly from the manufacturer/supplier:
- (d) The City shall be invoiced directly for the materials from the manufacturer/supplier and shall pay the invoices directly to the manufacturer/supplier, presenting its sales tax exemption certificate at the time of payment.

The cost of any materials purchased through the sales tax recovery program shall be deducted from the Contract amount and the vendor shall no longer be responsible for providing those materials. A written change order shall be executed.

- 10. CONTINUATION OF WORK:** Any work that commences prior to and will extend beyond the expiration date of the current Contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.

11. TERMINATION OF CONTRACT:

Funding in Subsequent Fiscal Years: It is expressly understood by the City and the vendor that funding for any successive fiscal years of the Contract is contingent upon appropriation of monies by the City Commissioners. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the vendor prior to such termination.

Termination With or Without Cause: The City shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

The City reserves the right to terminate this Contract, in part or in whole, in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

Termination by Vendor: Vendor shall have the right to terminate services only in the event of the City failing to pay Vendor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.

- 12. PROPRIETARY OR CONFIDENTIAL INFORMATION:** Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes, the Public Record Act. The Bidder should not submit any information in response to this solicitation which the Bidder considers proprietary or confidential. The submission of any information to the City in connection with this solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt from disclosure under the Public Records Act, and such information is marked as exempt. Failure to mark a trade secret as exempt waives the exemption.

- 13. RULES, REGULATIONS AND LICENSES:** The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation.

It shall be the responsibility of the Contractor to assure compliance with OSHA, EPA and/or other local, federal, or

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.

- 17. DRUG FREE WORKPLACE PREFERENCE:** The City has adopted a policy in observation of the Drug Free Workplace Act of 1988. Therefore, it is unlawful to manufacture, distribute, dispense, possess, or use any controlled substance in the City workplace.
The City requests that the attached Drug Free Workplace Affidavit accompany the bid response. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any Bidder who does not sign the affidavit. The Drug Free Workplace Affidavit is primarily used as a tie breaker when two or more separate entities have submitted bids at the same price, terms and conditions, with preference given to the Bidder who has signed the affidavit.
- 18. EQUAL EMPLOYMENT OPPORTUNITY:** The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Bidders that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.
- 19. NON-DISCRIMINATION:** 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. Pursuant to F.S §287.134(2)(a), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a Contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity; and may not transact business with any public entity.
- 20. DECLARATION OF EXEMPTION FROM PUBLIC RECORD:** Pursuant to Florida Statute §119.07(1)(b)(2), all bid documents are exempt from public record until such time as the City provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

In accordance with Florida Statutes 119.0701, Contractor shall comply with all public records laws, and shall specifically:

20.1. Keep and maintain public records required by the City to perform the service.

a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

(See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).

b. "Public records" means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and Contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.

20.2. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the

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.

Economic hardship of a party does not constitute an event of *force majeure*. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.

- 22. **GOVERNING LAWS:** The interpretation, effect, and validity of any Contract resulting from this RFB shall be governed by the laws and regulations of the State of Florida. Exclusive venue of any court action shall be in Sarasota County, Florida.
- 23. **SUBCONTRACTING:** Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the Contract for default.
- 24. **MODIFICATION OF CONTRACT:** Any Contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract and/or change order as appropriate. This presumes the modification itself is in compliance with all applicable City procedures.
- 25. **SUCCESSORS AND ASSIGNS:** The vendor shall not assign any interest in any Contract resulting from this solicitation and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City, except that claims for the money due or to become due to the vendor from the City under any Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the City.
- 26. **CONTRACTING WITH CITY EMPLOYEES OR BOARD MEMBERS:** Any City employee, Board member or member of his or her immediate family seeking to Contract with the City shall seek a conflict of interest opinion from the purchasing manager or their designated representative prior to submittal of a response or application of any type to Contract with the City. The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

Florida Statute §112.313(12) Standards of Conduct for Public Officers, Employees of Agencies, and Local Government Attorneys controls Contracting with City employees or board members, and provides as follows:

(12) EXEMPTION. --The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

- (b) The business is awarded under a system of sealed, competitive bidding to the lowest or best Bidder and:
 - 1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best Bidder:

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

to concurrently Contract with other entities for similar work if it deems such action to be in the best interests of the City.

- 34. AUDIT:** City shall have the right to audit Vendor's records that relate to this Contract. Records shall be maintained for a period of three (3) years from the date of final payment.
- 35. UNAUTHORIZED ALIEN WORKERS:** The City will not intentionally award publicly-funded Contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The City shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the City.
- 36. EMPLOYEE BACKGROUND CHECK:** If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of their probation and registry requirements.
- 37. INSURANCE REQUIREMENTS:** The successful Bidder shall be required to supply, at their cost, insurance coverage in form and amount as required by the City, as outlined in the bid specifications.
- 38. CONTACT PROHIBITION:** All prospective Bidders are hereby instructed **NOT** to contact any member of the City of North Port Commission, the City Manager, or City of North Port staff member other than the Authorized Contact Persons identified in this Solicitation regarding this solicitation package, Bidder's submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.
- 39.. SCRUTINIZED COMPANIES:**
- A. As required by section 287.135(5), Florida Statutes, for Contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a Contract with the City, ever person or entity shall certify on a form provide by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.
- B. As required by section 287.135(5), Florida Statutes, for Contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a Contract with the City, ever person or entity shall certify on a form provided by the City, that all of the following are true:
1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel: and
 2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes: and
 3. It is not engaged in business operations in Cuba or Syria.

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

have five (5) business days to submit an offer to match the low bid, provided the original bid submitted by the local business Bidder is within ten percent (10%) of the low bid if the amount of the low bid is no more than one million dollars (\$1,000,000). If the amount of the low bid is more than one million dollars (\$1,000,000) but no more than 2 million dollars (\$2,000,000), local business and North Port local business Bidders within five percent (5%) shall have the opportunity to match the low bid. If the amount of the low bid is more than two million dollars (\$2,000,000) but no more than 3 million dollars (\$3,000,000), local business and North Port local business Bidders within three percent (3%) shall have the opportunity to match the low bid. If the amount of the low bid is more than three million dollars (\$3,000,000), local business and North Port local business Bidders within two and one-half percent (2.5%) shall have the opportunity to match the low bid. The original lowest responsive and responsible North Port local business Bidder who matches the low bid shall receive the award. If no eligible North Port local business Bidder can match the low bid, the award shall be made to the original lowest responsive and responsible local business Bidder who matches the low bid. If no eligible local business Bidder can match the low bid, the award shall be made to the lowest responsive and responsible Bidder, regardless of local business status.

If there is a tie between a local business and a non-local business, the local business shall receive the award. If there is a tie between two North Port local businesses or two local businesses, the business with the higher percentage of employees who reside within the City shall receive the award.

41. CONFLICTS OF INTEREST – CITY OFFICERS, EMPLOYEES OR BOARD MEMBERS: The Florida Code of Ethics regulates the ability of the City to Contract with its public officers (including board members), employees, and their immediate relatives. Respondents shall disclose any such potential conflicts on the provided Conflict of Interest Form. Respondents are responsible for reviewing Florida Statute §112.313 to determine whether they may have a conflict. If Respondent is in doubt as to their ability to Contract with the City, they shall seek a conflict of interest opinion from the City Manager or his/her designated representative prior to submittal of a response.

42. RELEASE OF LIENS: The Contractor is required to pay all money due subcontractors and material dealers promptly. The Contractor shall submit releases of liens, satisfactory to the City, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this project have been paid in full.

NEW STATUTE AS OF JANUARY 1, 2021:

43. E- VERIFY: The City, contractor and every subcontractor shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A contractor who enters into a contract with a subcontractor, must require that the subcontractor provides the contractor a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor does not and will not employ, contract, or subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. S. 1324A(H)(3). The Contractor shall comply with all other federal laws pertaining to the subcontractor.

END OF SECTION I

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. Equivalents 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.

1.2.6 All time limits stated in the Contract documents are of essence to the Contract.

1.2.7 The words "furnish," furnish and install," "install," and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for use."

2.1.1 *The City's Right to Terminate Contract:* If the Vendor refuses or fails to complete the work within the time specified for this Contract, or any extension thereof, the City may terminate the Contractor's right to proceed. In such event, the City may take over the work and prosecute the same to completion by the Vendor or otherwise and the Contractor will be liable for any excess cost occasioned by the City. The City may take possession of and utilize in completing the work such materials and equipment as may be on the site of the work and necessary therefore.

If the Vendor should be adjudged bankrupt, or should make a general assignment for the benefit of his/her creditors, or if a receiver should be appointed due to insolvency, or if he/she should refuse or fail, except in cases which a time extension is provided to supply enough workmen, or if he/she should fail to make payment to subcontractors for labor and/or material, or disregard laws, ordinances or the instructions of the City, or be guilty of a violation of a provision of the Contract, then the City may, without prejudice to any other right or remedy and after giving seven (7) calendar days' notice, terminate employment of the Vendor and possess materials, tools, and appliances thereon and finish work by methods it may deem expedient. Expenses incurred by the City and the damage incurred through the Vendor's default shall be borne by the Vendor.

In any circumstance, the City shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Vendor thirty (30) calendar days written notice by certified mail.

In the event of termination, the Vendor shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, material, or work shall become the property of the City and shall be delivered to the City without reservation.

3.1.1 *Accidents:* The Vendor shall provide equipment and medical facilities as necessary to supply first aid to anyone who is injured in connection with the work. The Vendor must promptly report in writing to the City accidents arising out of, or in conjunction with the performance of the work, whether in, or adjacent to, the site, which causes death, personal injury, or property damages, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the City. If a claim is made by anyone against the Vendor or Subcontractor on account of an accident, the Vendor shall promptly report the facts in writing to the City, giving full details of the claim.

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.

3.2.3 The storage facilities and methods of storing shall meet City's approval and shall be in accordance with manufacturer's recommendations, or City will not be obligated to pay.

3.2.4 Once any Delivered Material is unloaded to the City, it shall be placed in the designated storage area or storage containment designated by the City, and is not to be removed from the designated storage, except for incorporation into the Work or upon subsequent written approval by City.

3.3.1 STANDARDS: It shall be the responsibility of each supplier to assure compliance with any Occupational Safety and Health Administration, (OSHA), Environmental Protection Agency (EPA), National Safety Foundation International (NSF) and other Federal, State, and/or Local rules, regulations, or other requirements, as each may apply, and all vendors must be an authorized vendor for all products.

Where AWWA Standards are applicable to any chemical listed herein, the same shall follow the latest revisions thereof. Florida Statutes, Chapter 442 Right-To-Know Law, mandates on-site Material Safety Data Sheets (MSDS) for all toxic substances. All bidders are required to submit MSDS with their Bid Forms.

3.3.2 QUALITY: The City will make the sole determination as to the suitability of materials when quality is a question or concern.

3.3.3 BREAKDOWN/WORKLOADS: Contractor acknowledges that, should he/she be awarded this contract and is unable to perform because of breakdown, scheduling, lack of equipment or manpower, the City may, on an order basis, go to the next qualified bidder without penalty to the City.

3.3.4 SAFETY MEASURES: Bidder(s) shall assure the City that each delivery truck will have the following (exceptions to these provisions must be noted on Bid Forms):

- A capable, CDL-licensed driver trained in the proper handling of chemical shipments and operation of equipment (if applicable).
- Self-Contained Breathing Apparatus (SCBA) (if applicable).
- Repair Kits for use on a 1-ton and/or 150-pound cylinder (if applicable).

Successful bidder(s) guarantee(s) that when, in the opinion of the City, an emergency condition exists related to chemicals, 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. Emergency Response Plans must be detailed and proficient. ***Bidder(s) shall supply, in writing, an updated Emergency Response Plan once per year at the time of contract renewal.*** The City reserves the right to reject bidder(s) who fail to submit a comprehensive, emergency spill response plan.

Proper spill response notification 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 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

SECTION III. SPECIAL PROVISIONS

SP-01 INTENT: 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.

For purposes of this Bid, the term "bidder or vendor" 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.

SP-02 Standards: It shall be the responsibility of each vendor to assure compliance with any Occupational Safety and Health Administration, (OSHA), Environmental Protection Agency (EPA), National Safety Foundation International (NSF) and other Federal, State, and/or Local rules, regulations, or other requirements, as each may apply.

Where AWWA Standards and NSF certification are applicable to any chemical listed herein, they shall comply with the latest revisions thereof. Florida Statutes, Chapter 442 Right-To-Know Law, mandates on-site Safety Data Sheets (SDS) for all toxic substances, therefore all bidders are required to submit SDS with their Bid Forms. It is the responsibility of the supplier to inform the City that NSF certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient ground for immediate termination of the contract between City and Contractor.

The Vendor shall only use equipment that is in good and safe working condition. The equipment shall produce results that meet or exceed the standards stated herein.

Equipment incapable of providing this will not be acceptable for use on this contract. The Vendor shall not use equipment which is unsafe or in need of repair. Work completed with equipment, which is not properly functioning, shall be deemed unacceptable.

SP-03 BID PRICES/TERM OF CONTRACT: The contract resulting from this bid request shall be valid from October 1, 2021 through and including December 31, 2024. If mutually agreed, this contract may be extended annually for up to two (2) additional one-year terms, at the contract terms and conditions.

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

terms and conditions, to municipalities or other governmental agencies within the State of Florida.

SP-08 DELIVERY: Successful bidder(s) shall be strictly held to delivery date. In the event chemicals are not delivered by date specified, the City reserves the right to withdraw from contracts of purchase, and either award to the next lowest bidder or re-bid the specific product.

All deliveries shall be made between 7:00 and 15:00, Monday through Friday, excluding legal holidays, unless otherwise agreed by the receiving department prior to attempting to make a delivery. No additional delivery charges may be imposed for additional delivery attempts resulting from the successful bidders' failure to make contact with the representative at delivery site. Bulk deliveries require two (2) hours' notice of arrival from the supplier prior to delivery.

Bidders shall meet our desired methods for off-loading the chemical at each location (example: pallet of chemical by use of a pallet jack or forklift). Methods must be adequate to unload as the City wishes to contract with suppliers that have safe, efficient techniques for off-loading established. It is the successful bidders' full responsibility to off-load all deliveries and place in City storage facilities.

Certified weight tickets are required for each delivery. Successful bidder(s) will assure separate delivery tickets for each delivery and will obtain authorized signatures from City's employees. At least one (1) copy of the delivery ticket and corresponding weight ticket shall be left with City Employee on each delivery.

The Vendor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The City reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

The tanks or trailers shall be clean and free of residue that may contaminate the Vendor's product or impede the unloading process. It is the Vendor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of any liquid chemicals shall be supplied by the Vendor and shall be clean and free from contaminating material. The City may reject a load if the equipment is not properly cleaned. The Vendor shall furnish a City approved, leak-free connection device between the trailer and the City's intake receptacle. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled liquid chemicals. If the spill is not cleaned up, the City will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Vendor and deducted from the amount due. If the City's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Vendor or its subcontractor, the Vendor shall be relieved of cleanup of the spill.

Each individual requirement will be covered by a Purchase Order. Separate invoicing reflecting Purchase Order Numbers will be required. Should successful bidder(s) become unable to perform due to breakdown, product scheduling, lack of product or equipment, the City may, as needed, purchase from other sources. Deliveries shall be made in tank truckloads as called for in these specifications. Chemicals shall be delivered to various locations throughout the City.

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.

SP-12 ALUMINUM SULFATE: Aluminum Sulfate (liquid at 40% product) is specified for use in the coagulation of potable drinking water. Aluminum Sulfate (Alum) shall be in accordance with AWWA B403-09 (or latest edition).

Aluminum Sulfate shall be available in bulk deliveries in quantities of at least one tanker truck per delivery. Alum shall be supplied in liquid only. Certified weight certificates of each shipment will be required. Supplier shall be responsible for pumping Aluminum Sulfate into the City's storage tanks and shall provide all necessary equipment compatible with the City's filling station. This product will be delivered to 5655 North Port BLVD.

Aluminum Sulfate shall meet NSF-60 or 61 as appropriate for 400 mg/l feed rate.

Aluminum Sulfate shall be bid on a gallon basis.

Should samples be required for bid evaluation, Bidders will be required to deliver 100 gallons to the City at a predetermined site at no charge to the City for testing of product prior to awarding the bid.

SP-13 COAGULANT AID: Coagulant Aid is for use as an aid in the coagulation of potable drinking water as a chemical flocculent. Coagulant Aid shall be in accordance with AWWA B453-06 (or latest edition) modified as follows:

Coagulant Aid shall be available for delivery in fifty pound (50 lb.) bags with estimated delivery of 2,200 pounds per deliver to the City of North Port Water Treatment Plant at 5655 North Port BLVD. Affidavit of compliance stating that the coagulant aid complies with the applicable provisions of AWWA Standard B453-06 (or latest edition) and these specifications are required.

Upon formulation, dry Coagulant Aid shall have the following working solution characteristics:

- Must be 4 to 5% solution.
- 5 gram per liter concentration.
- 300 + 5% CPS (centipoises).
- Coagulant Aid shall be polyacrylamide powder PA 102 PWG or Leachem product LP212PG.

The Coagulant Aid must be a cationic polymer that is suitable to aid in the flocculation process and compatible for use with Aluminum Sulfate. The polymer should be provided in liquid form. The polymer will be delivered in 250-gallon totes.

Polymers evaluated in the past have been evaluated under specific water quality conditions. Whereas water quality changes during the year, the effectiveness of a specific polymer may change resulting in unsatisfactory performance resulting in product rejection. Whenever the polymer doesn't meet the above chemical specifications, it will be an immediate cause for rejection and allow the City to purchase another polymer that will meet the chemical specifications under the special weather or water quality conditions occurring.

Product should be shipped in 50 lbs. multi-wall bags. Palletizing to be included in bid price. Pallets will have slats on both sides of wooden frame.

Coagulant Aid shall meet NSF-60 or 61 as appropriate.

SP-14 POWDERED ACTIVATED CARBON: Powdered Activated Carbon is intended for use in controlling

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.

The City reserves the right to subject samples of the hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by the City that fails to comply with the specifications shall constitute grounds for rejection of that lot. No payment shall be made for hypochlorite that is rejected.

Hypochlorite supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

SP-16 SULFURIC ACID 50%: Sulfuric acid is used in water treatment systems. This chemical is intended specifically for the use in the manipulation of pH for stability purposes in the water treatment systems. This chemical will be delivered to 5655 North Port BLVD and 11820 Manasota Beach Road.

Sulfuric Acid 50% shall be available in bulk deliveries in tanker truck quantities of at least 1,500 gallons per delivery to the City. The Sulfuric Acid supplied under this specification shall contain no substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water that has been treated with it. Transport of the Sulfuric Acid shall conform to all applicable Federal, State, and local laws and regulations. The Vendor shall be responsible for pumping Sulfuric Acid 50% into the City's storage tank and shall provide all necessary equipment compatible with the City's filling station.

All products shall meet NSF-60 or 61 requirements as appropriate.

SP-17 AMMONIUM SULFATE 10% LIQUID: Ammonium sulfate shall be a 10% solution in liquid form with a 400 mg/L Maximum Use Level (MUL). The chemical in solutions shall be in accordance with AWWA Standard B-302-10 for ammonia sulfate, as applicable, and be listed/certified under the NSF 60 as suitable for treatment of drinking water, latest revision, and shall meet the requirements contained within these specifications.

This chemical will be delivered to the follow sites.

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

The City reserves the right to perform any of the tests and inspection requirements where said test and inspection are needed to further determine compliance with AWWA, ANSI and ASTM specifications.

SP-18 FLOCCULANT POLYMER (Wastewater Treatment Rotary Drum Thickener): Rotary Drum Thickener is to be used at the wastewater treatment facilities as a product used to help dewater sludge. The product must be supplied in liquid form and in 250-gallon totes and delivered to 5355 Pan American BLVD and 8898 South Tamiami Trail. Currently used product is Fort Bend C1282.

Additional products will be considered, and these products will be subject to testing. Specification sheet of product should be supplied before bid closing with two (2) references of current wastewater treatment facilities using the product (must include contacts and phone numbers). Also, a required amount of polymer

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-22 CALCIUM CHLORIDE (CaCl₂) 32%: Product shall be NSF 60 certified for use with potable water treatment. The product will be supplied in liquid form and will be supplied in bulk shipments to 11820 Manasota Beach Road.

Unit of measurement of the received shipments will be in gallons and the bid price will be in gallons.

SP-23 SODIUM HYDROSULFIDE (NaHS) 32%: This product is to be delivered in mini bulk on an as needed basis. The product to be delivered will be a 32% NaHS solution.

It will often be in amounts of 250 or less gallons and will need to be transferred from shipment container to bulk container. It will be delivered to 5655 North Port BLVD.

This product will need to be approved for use in the municipality treatment of potable water.

SP-24 MISCELLANEOUS ITEMS: Miscellaneous items and accessories which are not specifically mentioned, but which are essential to unload and properly operate unloading, shall be used and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous items or accessory is an essential part, and shall be approved by the City for safety and proper connections. The above requirement is not intended to include major components at the City's sites.

SP-25 LABOR, MATERIALS AND EQUIPMENT: The Vendor will provide competent, suitably qualified personnel to survey and lay out the Work and perform as required by the Contract Documents. The Vendor will at all times maintain good discipline and order at the site.

All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

SP-26 USE OF PREMISES: The Vendor shall confine their apparatus, storage of materials, and operations of personnel to limits indicated by law, ordinances, permits, and directions of City, and shall not unnecessarily encumber any part of the site.

The Vendor shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor subject any part of the Work to stresses or pressures that will endanger it.

The Vendor shall enforce City's instructions in connection with signs, advertisements, fires, and smoking.

The Vendor shall arrange and cooperate with City in routing and parking, and in routing material delivery truck and other vehicles to the site.

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.

Other consideration(s) of award shall be notice needed prior to commencement, completion time, local preference, references from projects of similar work and size that include project name, client name, contact name and phone number and / or e-mail address, and the date the project was completed. Any unfavorable references may be cause to deem bidder non-responsive.

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 in a position to satisfactorily perform the contract.

END OF SECTION III

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)	<input checked="" type="checkbox"/>
ATTACHMENT 2: Excel Tabulation Price Sheet (must complete and Submit in excel format on USB DRIVE). DO NOT RECREATE THIS FORM.	<input checked="" type="checkbox"/>
ATTACHMENT 3: Bid Form	<input checked="" type="checkbox"/>
ATTACHMENT 4: Statement of Organization	<input checked="" type="checkbox"/>
ATTACHMENT 5: Addenda and Bond Form	<input checked="" type="checkbox"/>
ATTACHMENT 6: Equipment and Source of Supply/Subcontractor List	<input checked="" type="checkbox"/>
ATTACHMENT 7: Qualifications and References	<input checked="" type="checkbox"/>
ATTACHMENT 8: Non-Collusive Affidavit	<input checked="" type="checkbox"/>
ATTACHMENT 9: Conflict of Interest	<input checked="" type="checkbox"/>
ATTACHMENT 10: Public Entity Crime Information	<input checked="" type="checkbox"/>
ATTACHMENT 11: Drug-Free Workplace Form	<input checked="" type="checkbox"/>
ATTACHMENT 12: Affidavit Claiming Status as a Local Business or North Port Local Business Status (If not claiming, state N/A)	<input checked="" type="checkbox"/>
ATTACHMENT 13: Scrutinized Company Certification Form	<input checked="" type="checkbox"/>
ATTACHMENT 14: Lobbying Certification	<input checked="" type="checkbox"/>
ATTACHMENT 15: Vendor's Certification For E-Verify System	<input checked="" type="checkbox"/>

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 13, 2021

Signed (Person authorized to bind the company): 

Name (printed): Cristhianne Munguia Title: Bid Coordinator

SEALED RFB ENVELOPE LABEL

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed RFB".

PLEASE PRINT CLEARLY

SEALED RFB DOCUMENTS – DO NOT OPEN

RFB #: 2022-01

RFB TITLE: Water and Wastewater Treatment Chemicals

DATE DUE: 10/22/21

TIME DUE: 2:00pm

SUBMITTED BY: Allied Universal Corporation

(Name of Company)

Bids@Allieduniversal.com

e-mail address

(305) 888-2623

Telephone

Deliver to:

City of North Port

Finance Department - Purchasing Division

Geoff Thomas, Contract Administrator I

4970 City Hall, 3 RD Floor, Suite 337

North Port, Florida 34286

RFB NO. 2022-01 Water and Wastewater Treatment Chemicals

Note: Submissions received after the time and date stated on the Notice of Availability will not be accepted.

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.

ATTACHMENT 2:**INSURANCE REQUIREMENTS**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

LIMITS OF INSURANCE - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

Requirements:**1. Commercial General Liability – Occurrence Form (CG 00 01)**

Policy shall include bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

The Contractor shall procure and maintain, and require all subcontractors to procure and maintain a comprehensive general liability policy, including, but not limited to

- General Aggregate \$1,000,000
- Each Occurrence \$1,000,000
- products and completed ops \$1,000,000
- damage to rented premises \$100,000
- fire damage \$100,000

- a) The policy shall be endorsed to include the following additional insured language: "City of North Port and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- b) Contractor's subcontractors shall be subject to the same minimum requirements identified above.
- c) Policy shall be endorsed for a waiver of subrogation against the City of North Port.

2. Commercial Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile liability must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

- Combined Single Limit (CSL) (Ea Accident) \$1,000,000
- Bodily Injury (per person) \$1,000,000
- Bodily Injury (per accident) \$1,000,000
- Property Damage (per accident) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "City of North Port and its officers, employees, agents and volunteers" shall be named as an additional insured with

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

GENERAL REQUIREMENTS:

A. The City of North Port is to be named additional insured on **Comprehensive Commercial General Liability Policy and Auto Policy**. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Contract.

Any and all deductibles to the above referenced policies are to be the responsibility of the Contractor. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Contractor is responsible for all insurance policy premiums, deductibles, or SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the City.

B. WAIVER OF SUBROGATION: All required insurance policies, with the exception of Workers Compensation, are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers, and the City's insurance carriers, for losses paid under the terms of these polices that arises from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any Subcontractors, agrees to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the Contractor or its agents may be responsible for.

C. POLICY FORM:

1. All policies, required by this Contract, **with the exception of Workers Compensation**, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be **written on an occurrence basis**, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Professional Liability and Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees, or volunteers.
2. Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
3. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
4. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.

- 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

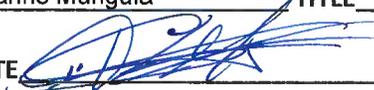
Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the same insurance requirements spelled out above.

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 TITLE Cristhianne Munguia TITLE Bid Coordinator

AUTHORIZED SIGNATURE DATE  DATE October 13, 2021

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 3:
BID FORM**

Name of Bidder/Company Name: Allied Universal Corporation
Business Address: 3901 NW 115th Ave.
City/State/Zip Code: Miami, FL 33178
Bidder/Company Telephone Number: (305) 888-2623
E-mail Address: Bids@Allieduniversal.com
Contractor License #: 183054 Document Number State of Florida
FEID #: 59-0776285

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:
Three Hundred Nineteen Thousand Six Hundred and Ten Dollars \$ 319,610.00

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: October 13, 2021

Signed (Person authorized to bind the company): 

Name (printed): Cristhianne Munguia Title: Bid Coordinator

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 Allied Universal Corporation

(305) 888-2623 Bids@Allieduniversal.com (786) 522-0215

Telephone # **E-Mail** **Fax #**

3901 NW 115 Ave

Main Office Address

Miami FL 33178

City **State** **Zip Code**

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

5215 W Tyson Ave, Tampa, FL 33611 - (Sodium Hydroxide)

Office Address

2815 Inland Transport St, Palmetto, FL 34221 - (Sodium Hypochlorite)

City **State** **Zip Code**

Telephone # **E-mail** **Fax #**

Cristhianne Munguia, Bid Coordinator

Name & Title of Firm Representative

Federal Identification Number: 59-0776285

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

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

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.: 183054

Does it use a registered fictitious name: Yes or No

RFB NO. 2022-01 WATER AND WASTEWATER TREATMENT CHEMICALS

Names of Officers:

President: James Palmer Secretary:

Vice President: Ronald Rubin Treasurer: Michael Koven

Director: Director:

Other: Other:

Name of Corporation (As used in Florida):

Allied Universal Corporation

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: N/A
City, State Zip:
Street Address: 3901 NW 115 Ave
City, State, Zip: Miami, FL 33178

STATE OF FLORIDA

COUNTY OF Miami - Dade

Sworn to (or affirmed) and subscribed before me by means of [x] physical presence or [] online notarization, this 13 day of October 2021, by Cristhianne Munguia.

Notary Public - State of Florida

Personally Known [x] OR Produced Identification
Type of Identification Produced

Date: October 13, 2021

Signed (Person authorized to bind the company): [Signature]

Name (printed): Cristhianne Munguia Title: Bid Coordinator

THIS PAGE MUST BE COMPLETED AND SUBMITTED

*** We do not use Sub- Contractors ***

RFB NO. 2022-01 WATER AND WASTEWATER TREATMENT CHEMICALS

ATTACHMENT 6:
EQUIPMENT AND SUBCONTRACTOR/SUPPLIER LIST

Equipment is located at: _____

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.)

Table with 5 columns: Description, Manufacturer, Year, Condition, Leased/Owned (If leased, date of expiration). The first row contains the text '*** We do not use Sub- Contractors ***'.

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)

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

- 1. _____
2. _____
3. _____

SUPPLIER(S)

- 1. _____
2. _____
3. _____

Date: October 13, 2021

Signed (Person authorized to bind the company): [Signature]

Name (printed): Cristhianne Munguia Title: Bid Coordinator

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 7:
QUALIFICATIONS AND REFERENCES**

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.

1. Business/Customer Name: Miami Dade Water & Sewer

Name of Contact Person/Title: Jon Hanse

Telephone# 786-236-7625 Fax 305-805-1620 E-mail Jon.Hansen@miamidade.gov

Address 700 West 2nd Ave. Hialeah, FL 33011

Phone Number 786-236-7625

Duration of Contract or business relationship Bid No. 4132-0/17

Type of Services Provided Supply and Delivery of Sodium Hypochlorite

Contract Period: FROM 11/01/2012 TO 01/31/2018

Contract Price \$ 40,068,000.00 Contract Price at Completion of the Project \$ _____

2. Business/Customer Name: Martin County

Name of Contact Person/Title: Malina Colasuonno

Telephone# 772-288-5509 Fax _____ E-mail mcolasuo@martin.fl.us

Address 2401 SE Monterey Road, Stuart, FL 34996

Phone Number 772-288-5509

Duration of Contract or business relationship Bid No. RFB2014-2696

Type of Services Provided Supply and Delivery of Sodium Hydroxide

Contract Period: FROM 7/3/2014 TO 7/3/2018

Contract Price \$ 5,500,000.00 Contract Price at Completion of the Project \$ _____

Date: October 13, 2021

Signed (Person authorized to bind the company): _____

Name (printed): Cristhianne Munguia

Title: Bid Coordinator

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2022-01 WATER AND WASTEWATER TREATMENT CHEMICALS

3. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Contract Period: FROM _____ TO _____

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

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 \$ _____

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: _____

Signed (Person authorized to bind the company):  _____

Name (printed): Clothianne Longva Title: Bid Coordinator

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 8:
NON-COLLUSIVE AFFIDAVIT

State of Florida
County of Miami - Dade } SS.

Before me, the undersigned authority, personally appeared:

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

- 1. He/She is the Bid Coordinator (Owner, Partner, Officer, Representative or Agent) of Allied Universal Corporation, the Respondent that has submitted the attached reply:
- 2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply:
- 3. Such reply is genuine and is not a collusive or sham reply:
- 4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted: or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this 13 day of October, 2021.

By: Cristhianne Munguia (Printed Name)
Bid Coordinator (Title)

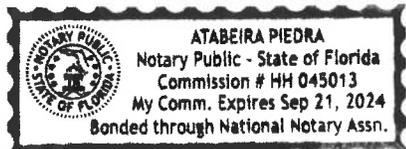
STATE OF FLORIDA

COUNTY OF Miami - Dade

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 13 day of October 2021, by Cristhianne Munguia.

[Signature]
Notary Public – State of Florida

Personally Known OR Produced Identification _____
Type of Identification Produced _____



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: Allied Universal Corporation

SIGNATURE: _____

This page must be completed and submitted

ATTACHMENT 10:
PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, 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 or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to 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 Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, Cristhianne Munguia, being an authorized representative of the Respondent

Located at: 3901 NW 115 Ave

City: Miami State: FL Zip Code: 33178, have read and understand the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S. §287.133.

Signature: _____ Date: October 13, 2021

Telephone #: 305-888-2623 Fax #: 786-522-0215

Federal ID #: 59-0776285 E-mail: Bids@Allieduniversal.com

State of Florida

County of Miami - Dade

STATE OF FLORIDA

COUNTY OF Miami - Dade

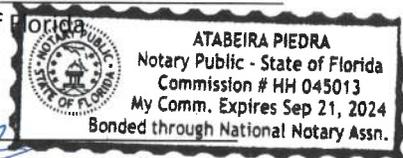
Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 13 day of October 2021, by Cristhianne Munguia.

[Signature]
Notary Public – State of Florida

Personally Known OR Produced Identification _____

Type of Identification Produced _____

Date: October 13, 2021



Signed (Person authorized to bind the company): [Signature]

Name (printed): Cristhianne Munguia Title: Bid Coordinator

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: Allied Universal Corporation (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

Cristhianne Munguia
Print Name

October 13, 2021
Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2022-01 WATER AND WASTEWATER TREATMENT CHEMICALS

ATTACHMENT 12:
AFFIDAVIT

Claiming Status as a LOCAL BUSINESS

****CONTRACTOR MUST MEET ALL 4 REQUIREMENTS BELOW TO CLAIM LOCAL 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 proposal:

AND

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

AND

3. I affirm that the Bidder has maintained 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 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 Local Business Status.

RFB NO. 2022-01 WATER AND WASTEWATER TREATMENT CHEMICALS

AFFIDAVIT

Claiming Status as a North Port Local Business

****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 13:

Scrutinized Company Certification Form

Company Name: Allied Universal Corporation

Authorized Representative Name and Title: Cristhianne Munguia, Bid Coordinator

Address: 3901 NW 115 Ave City: Miami State: FL ZIP: 33178

Phone Number: 305-888-2623 Email Address: Bids@Allieduniversal.com

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

CHOOSE ONE OF THE FOLLOWING

- This bid, proposal, Contract or Contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.
- This bid, proposal, Contract or Contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the Contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By: 
 AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Cristhianne Munguia, Bid Coordinator

Date Certified: October 13, 2021

Solicitation/Contract/PO Number (Completed by Purchasing): _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 14:

LOBBYING CERTIFICATION

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

STATE OF Florida

COUNTY OF Miami - Dade

This 13 day October of 2021 Cristhianne Munguia, being first duly sworn, deposes and says that he or she is the authorized representative of Allied Universal Corporation (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 13 day of October, 2021.

By: [Signature]

Cristhianne Munguia
(Printed Name)
Bid Coordinator
(Title)

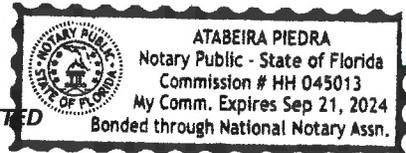
STATE OF FLORIDA

COUNTY OF Miami - Dade

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 13 day of October 2021, by Cristhianne Munguia.

[Signature]
Notary Public – State of Florida

Personally Known OR Produced Identification _____
Type of Identification Produced _____



THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 15:
VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

STATE OF Florida
COUNTY OF Miami - Dade

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

- 1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
- 2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
 - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
 - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.
- 3. If the Vendor becomes the successful Contractor who enters into a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
- 4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
- 5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
- 6. Vendor affirms that failure to comply with the state law requirements can result in the City's termination of the contract and other penalties as provided by law.

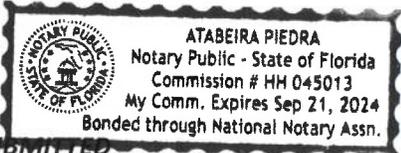
VENDOR: Allied Universal Corporation (Vendor's Company Name)

 (Vendor signature)
Cristhianne Munguia (Vendor's name printed)
Bid Coordinator (Title)

Sworn to and subscribed before me by means of physical presence or online notarization, this 13 day of October, 2021, by Cristhianne Munguia, as Bid Coordinator.


 Notary Public

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: Allied Universal Corporation

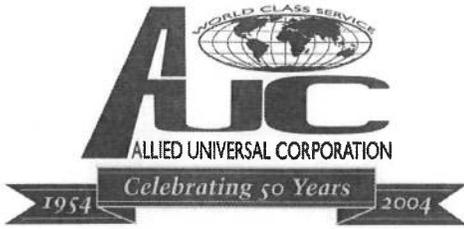
CONTACT PERSON: Cristhianne Munguia

EMAIL ADDRESS: [bids@allieduniversal.com](mailto: bids@allieduniversal.com)

AUTHORIZED SIGNATURE: 

ITEM #	DESCRIPTION	EST QTY	UNIT	TOTAL UNIT COST	EXTENDED COST
CHEMICALS					
1	SODIUM HYDROXIDE SOLUTION NaOH at 50% (CAUSTIC SODA)	36,500	GALLON	\$ 2.78	\$ 101,470.00
2	ALUMINUM SULFATE (40%)	900,000	GALLON	\$ 0.00	\$ -
3	COAGULANT AID	6,400	POUND	\$ 0.00	\$ -
4	POWDERED ACTIVATED CARBON	4,800	POUND	\$ 0.00	\$ -
5	SODIUM HYPOCHLORITE SOLUTION NaOCl 12.5%	260,000	GALLON	\$ 0.839	\$ 218,140.00
6	SULFURIC ACID	22,000	GALLON	\$ 0.00	\$ -
7	AMMONIUM SULFATE 10% LIQUID	17,300	GALLON	\$ 0.00	\$ -
8	FLOCCULANT POLYMER (WSTEWATER DRUM THICKENER)	10,000	GALLON	\$ 0.00	\$ -
9	LIQUID CO2 (CARBON DIOXIDE)	9,125	POUND	\$ 0.00	\$ -
10	SCALE INHIBITOR	8,400	GALLON	\$ 0.00	\$ -
11	CORROSION INHIBITOR (ORTHOPOSPHATE BLEND)	4,300	GALLON	\$ 0.00	\$ -
12	CALCIUM CHLORIDE 32%	36,500	GALLON	\$ 0.00	\$ -
13	SODIUM HYDROSULFIDE	21,000	GALLON	\$ 0.00	\$ -
TOTAL				\$	\$ 319,610.00

3,500 gl min
 delivery



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

RESOLVED that Cristhianne Munguia, Bid Coordinator for Allied Universal Corporation, be authorized to sign and submit the Contract of this corporation for the following project:

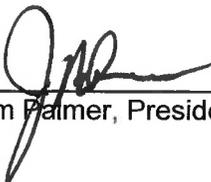
Supply and Delivery of Sodium Hypochlorite and Sodium Hydroxide to the City of North Port.

This bid or proposal shall include any other certificate of certification, which may be required by general municipal, state, or federal law(s). Such inclusion shall be the act and deed of this corporation, and for any inaccuracies or misstatements in such certificates or certifications this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 29th day of June 2021.

(Seal of Corporation)





Jim Palmer, President - CEO

8350 NW 93 Street
Miami, Florida 33166
AUC - 305-888-2623

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

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

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC - 904-619-6180

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

204 SCM Road
Brunswick, GA 31525
AUC - 912-267-9470

9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 - 772-464-6195

2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2



SAFETY DATA SHEET

1. Identification

Product identifier	Sodium Hydroxide Solution 25-50%
Other means of identification	
SDS number	AUC-003
Synonyms	Sodium hydroxide * Soda lye solution * Caustic soda solution * Caustic soda * Lye * Liquid caustic
Recommended use	Water Treatment; pH Neutralizer; Pulping and Bleach; Manufacture of Detergents and Soaps
Recommended restrictions	None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name	Allied Universal Corporation		
Address	3901 N.W. 115th Avenue Miami, FL 33178 United States		
Telephone	General:	1-305-888-2623	
	24-Hour alert:	1-786-522-0207	
Website	www.allieduniversal.com		
E-mail	Not available.		
Contact person	Operations Department		
Emergency phone number	CHEMTREC	1-800-424-9300 (US/Canada) +01 703-527-3887 (International)	

Supplier Refer to Manufacturer

2. Hazard(s) identification

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
OSHA defined hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	

Label elements



Signal word	Danger
Hazard statement	May be corrosive to metals. Causes severe skin burns and eye damage. May cause respiratory irritation.
Precautionary statement	
Prevention	Keep only in original container. Do not breathe mist. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection.
Response	Specific treatment (see this label). IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. Wash contaminated clothing before reuse. If inhaled: Remove person to fresh air and keep comfortable for breathing. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. Absorb spillage to prevent material damage.
Storage	Store in a well-ventilated place. Keep container tightly closed. Store in corrosive resistant container with a resistant inner liner.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard(s) not otherwise classified (HNOC)	No OSHA defined hazard classes. Other hazards which do not result in classification: Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts vigorously, violently or explosively with many organic and inorganic chemicals, such as strong acids, acid chlorides, acid anhydrides, ketones, glycols and organic peroxides. Chronic skin contact with low concentrations may cause dermatitis.
Supplemental information	Not applicable.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Sodium hydroxide	Caustic soda Lye Soda lye	1310-73-2	25 - 50

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

4. First-aid measures

Inhalation	Move to fresh air. If breathing is difficult, trained personnel should give oxygen. If breathing stops, provide artificial respiration. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Call a physician or poison control center immediately.
Skin contact	Take off immediately all contaminated clothing. Immediately flush skin with running water for at least 20 minutes. Cover wound with sterile dressing. Do not rub area of contact. Wash contaminated clothing before reuse. Leather and shoes that have been contaminated with the solution may need to be destroyed. Call a physician or poison control center immediately.
Eye contact	Immediately flush eyes with plenty of water for at least 20 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Take care not to rinse contaminated water into the unaffected eye or onto the face. Call a physician or poison control center immediately.
Ingestion	If swallowed: Rinse mouth. Do NOT induce vomiting. Never give anything by mouth to a victim who is unconscious or is having convulsions. Call a physician or poison control center immediately.
Most important symptoms/effects, acute and delayed	Inhalation of mists can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.
Indication of immediate medical attention and special treatment needed	Immediate medical attention is required. Causes chemical burns. Symptoms may be delayed.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Use fire-extinguishing media appropriate for surrounding materials. Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use a solid water stream as it may scatter and spread fire. Some chemical extinguishing agents may react with this material. Do not use halogenated extinguishing agents.
Specific hazards arising from the chemical	Not considered flammable. Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. The heat that is generated may be sufficient enough to ignite nearby combustible materials. Reacts vigorously, violently or explosively with many organic and inorganic chemicals, such as strong acids, acid chlorides, acid anhydrides, ketones, glycols and organic peroxides. Toxic fumes, gases or vapors may evolve on burning.
Special protective equipment and precautions for firefighters	Firefighters should wear proper protective equipment and self-contained breathing apparatus with full face piece operated in positive pressure mode. A full-body chemical resistant suit should be worn.
Fire fighting equipment/instructions	Fight fire with normal precautions from a reasonable distance. Evacuate the area promptly. Move containers from fire area if you can do so without risk. Use water spray to cool unopened containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.

Hazardous combustion products Sodium oxides.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Immediately evacuate personnel to safe areas. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. For personal protection, see section 8 of the SDS.

Methods and materials for containment and cleaning up

Ventilate the area. Remove sources of ignition. Stop leak if you can do so without risk. Absorb spillage to prevent material damage. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Water spray may reduce vapor; but may not prevent ignition in closed spaces.

Small Spills: Contain and absorb spilled liquid with non-combustible, inert absorbent material (e.g. sand). Dilute alkali with water and neutralize with acids (e.g. acetic acid / vinegar).

Large Spills: Prevent entry into waterways, sewer, basements or confined areas. If not recoverable, dilute with water or flush to holding area and neutralize. Remove with vacuum trucks or pump to storage/salvage vessels. Contact the proper local authorities.

Never return spills to original containers for re-use. Contaminated absorbent material may pose the same hazards as the spilled product. For waste disposal, see section 13 of the SDS.

Environmental precautions

Avoid discharge into drains, water courses or onto the ground. Contact local authorities in case of spillage to drain/aquatic environment.

7. Handling and storage

Precautions for safe handling

Use only outdoors or in a well-ventilated area. Wear chemically resistant protective equipment during handling. Wear protective gloves/clothing and eye/face protection. Do not breathe mist. Do not taste or swallow. Avoid contact with eyes, skin and clothing. Keep away from heat. Keep away from metals and other incompatibles. When preparing or diluting solution, always add to water, slowly and with stirring. Use cold water to prevent excessive heat generation. When diluting, always add the product to water. Never add water to the product. Label containers appropriately. Wash thoroughly after handling. When using, do not eat, drink or smoke. Avoid release to the environment.

Conditions for safe storage, including any incompatibilities

Store in a cool, dry place out of direct sunlight. Store in a well-ventilated place. Store locked up. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Inspect periodically for damage or leaks. Store away from incompatible materials (see Section 10 of the SDS). Store in original tightly closed container. May be corrosive to Aluminum, stainless steels, carbon steel, copper, bronze, etc. Store in corrosive resistant/ container with a resistant inner liner.

Compatible storage materials may include, but are not limited to the following: nickel and nickel alloys, steel, plastics, plastic or rubber-lined steel, FRP, or Derakane vinyl ester resin. Do not allow material to freeze.

8. Exposure controls/personal protection

Occupational exposure limits

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

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m3

US. ACGIH Threshold Limit Values

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

Biological limit values

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

Appropriate engineering controls	Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level.
Individual protection measures, such as personal protective equipment	
Eye/face protection	Wear eye/face protection. Chemical goggles and face shield are recommended.
Skin protection	
Hand protection	Wear appropriate chemical resistant gloves. Advice should be sought from glove suppliers.
Other	Where contact is likely, wear chemical-resistant gloves, a chemical suit, rubber boots, and chemical safety goggles plus a face shield. Eye wash facilities and emergency shower must be available when handling this product.
Respiratory protection	In case of insufficient ventilation, wear suitable respiratory equipment. A NIOSH/MSHA approved air-purifying respirator with the appropriate chemical cartridges or a positive-pressure, air-supplied respirator may be used to reduce exposure. Use a positive-pressure air-supplied respirator if there is any potential for an uncontrolled release, exposure levels are not known, or any other circumstances where air-purifying respirators may not provide adequate protection. Respirators should be selected based on the form and concentration of contaminants in air, and in accordance with OSHA (29 CFR 1910.134). Advice should be sought from respiratory protection specialists.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.
General hygiene considerations	Do not breathe mist. Avoid contact with eyes, skin and clothing. When using, do not eat, drink or smoke. Upon completion of work, wash hands before eating, drinking, smoking or use of toilet facilities. Remove soiled clothing and wash it thoroughly before reuse. Handle in accordance with good industrial hygiene and safety practice.

9. Physical and chemical properties

Appearance	Clear to slightly turbid, viscous liquid.
Physical state	Liquid.
Form	Viscous liquid.
Color	Clear water-white
Odor	Odorless.
Odor threshold	Not available.
pH	> 14 (at high alkali concentration in water, pH scale is not applicable)
Melting point/freezing point	-13 °F (-25 °C) (25% concentration)
Initial boiling point and boiling range	284 °F (140 °C) (50% concentration) 240.8 °F (116 °C) (25% concentration)
Flash point	Not Applicable
Evaporation rate	Not applicable (the only evaporation that occurs is water)
Flammability (solid, gas)	Not available.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not Applicable
Flammability limit - upper (%)	Not Applicable
Explosive limit - lower (%)	Not Applicable
Explosive limit - upper (%)	Not Applicable
Vapor pressure	0.2 kPa 1.5 mm Hg 95 mm Hg @ 60°F
Vapor pressure temp.	77 °F (25 °C)
Vapor density	Not available.
Relative density	1.52 g/cm ³ (50% concentration)
Relative density temperature	68 °F (20 °C)
Solubility(ies)	
Solubility (water)	Soluble in all proportions.

Solubility (other)	Soluble in absolute alcohol, methanol and glycerol. Moderately soluble in ethanol. Insoluble in acetone and diethyl ether.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not Applicable
Decomposition temperature	Not available.
Viscosity	25.39 cSt (40% solution)
Viscosity temperature	68 °F (20 °C)
Other information	
Specific gravity	1.29 (25% concentration) 1.52 (50% concentration)

10. Stability and reactivity

Reactivity	Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. May be corrosive to Aluminum, stainless steels, carbon steel, copper, bronze, etc.
Chemical stability	Material is stable under normal conditions. Rapidly absorbs moisture and carbon dioxide from the air forming sodium carbonate. Water, when added to sodium hydroxide may cause localized overheating and possible spattering.
Possibility of hazardous reactions	Reacts vigorously, violently or explosively with many organic and inorganic chemicals, such as strong acids, acid chlorides, acid anhydrides, ketones, glycols and organic peroxides. Attacks plastics, such as polyamide-imide (Torlon) (10-100% solutions), polybutylene terephthalate and polyethylene terephthalate (20-100%), thermoset polyester isophthalic acid (10-100%), polyvinylidene fluoride (Kynar; PVDF) (70-100% solutions), polyurethane (rigid) (80-100%), and polyvinylidene chloride (Saran) (100%); elastomers, such as polysulfide and butadiene-styrene (SBR) (10-100%) and soft rubber (30-100%) (52,55); and coatings, such as polyester and vinyls (10-100%), coal tar epoxy, general purpose epoxy, epoxy polyamide and phenolic (7 -100%).
Conditions to avoid	Contact with incompatible materials. Avoid high temperatures. Do not use in areas without adequate ventilation.
Incompatible materials	Metals. Acids. Sodium borohydride. Tetrahydrofuran. Chlorinated compounds. Maleic anhydride. Cyanogen azide. Nitroalkanes. Silver nitrate. Ammonia. Acetaldehyde. Acrolein. Acrylonitrile. Allyl alcohol. Phosphorus. Hydroquinone. Sugars. Methanol. Zinc. Aluminum. Tin.
Hazardous decomposition products	None known. In the event of fire the following can be released: Sodium oxides.

11. Toxicological information

Information on likely routes of exposure

Inhalation	May cause severe irritation to the nose, throat, and respiratory tract.
Skin contact	Causes severe skin burns. Not expected to be absorbed through the skin.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns.

Most important symptoms/effects, acute and delayed

Inhalation of mists can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.

Information on toxicological effects

Acute toxicity	There is no available data for the product itself, only for the ingredients. See below for individual ingredient acute toxicity data.
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Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	No Data in Literature

Components	Species	Test Results
<i>Inhalation</i> LC50	Rat	No Data in Literature
<i>Oral</i> LD50	Rat	No Data in Literature

* Estimates for product may be based on additional component data not shown.

Skin corrosion/irritation	Hazardous by OSHA criteria. Skin corrosion/irritation - Category 1. Causes severe skin burns.
Serious eye damage/eye irritation	Hazardous by OSHA criteria. Serious eye damage/eye irritation - Category 1 Causes serious eye damage.
Respiratory or skin sensitization	
Respiratory sensitization	Not expected to be a respiratory sensitizer.
Skin sensitizer	Causes skin burns.
Germ cell mutagenicity	Not expected to be mutagenic.
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)	
Not listed.	
Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Specific target organ toxicity - single exposure	Hazardous by OSHA criteria. Specific Target Organ Toxicity (STOT), Single Exposure. Category 3. May cause respiratory irritation.
Specific target organ toxicity - repeated exposure	Not classified as a specific target organ toxicity -repeated exposure.
Aspiration toxicity	Not expected to be an aspiration hazard.
Chronic effects	Chronic skin contact with low concentrations may cause dermatitis.

12. Ecological information

Ecotoxicity	Because of the high pH of this product, it would be expected to produce significant ecotoxicity upon exposure to aquatic organisms and aquatic systems. However, may be neutralized by naturally occurring acidity in the environment. The ingredient ecotoxicity data appearing below is expected to be primarily associated with pH.
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Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Aquatic		
<i>Acute</i>		
Crustacea	EC50	Water flea (Ceriodaphnia dubia) 40 mg/l, 48 hours
Fish	LC50	Western mosquitofish (Gambusia affinis) 125 mg/l, 96 hours
Persistence and degradability	No data is available on the degradability of this product. Biodegradation is not applicable to inorganic substances.	
Bioaccumulative potential	No accumulation in living organisms is expected due to high solubility and dissociation properties.	
Mobility in soil	High water solubility indicates a high mobility in soil.	
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.	

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. This material and its container must be disposed of as hazardous waste. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

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

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

14. Transport information

DOT

UN number	UN1824
UN proper shipping name	SODIUM HYDROXIDE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	II
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling. US CERCLA Reportable Quantity (RQ): 1000 lbs / 454 kg
Special provisions	B2, IB2, N34, T7, TP2
Packaging exceptions	154
Packaging non bulk	202
Packaging bulk	242

IATA

UN number	UN1824
UN proper shipping name	SODIUM HYDROXIDE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	II
Environmental hazards	No.
ERG Code	8L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Other information	
Passenger and cargo aircraft	Allowed.
Cargo aircraft only	Allowed.

IMDG

UN number	UN1824
UN proper shipping name	SODIUM HYDROXIDE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	II
Environmental hazards	
Marine pollutant	No.
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	This substance/mixture is not intended to be transported in bulk.

DOT





15. Regulatory information

US federal regulations This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

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

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2) Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories Immediate Hazard - Yes
Delayed Hazard - No
Fire Hazard - No
Pressure Hazard - No
Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical No

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

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

Not regulated.

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

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)

Not listed.

US. Massachusetts RTK - Substance List

Sodium hydroxide (CAS 1310-73-2)

US. New Jersey Worker and Community Right-to-Know Act

Sodium hydroxide (CAS 1310-73-2)

US. Pennsylvania Worker and Community Right-to-Know Law

Sodium hydroxide (CAS 1310-73-2)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)

US. California Proposition 65

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

International Inventories

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

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

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

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

Issue date 12-19-2014

Version # 01

HMIS H= 3, F= 0, R= 0

NFPA H= 3, F= 0, R= 1



Certified to
NSF/ANSI 60

Maximum Use in Potable Water for Sodium Hydroxide 25%: 200 mg/L. Maximum Use in Potable Water for Sodium Hydroxide 50%: 100 mg/L.

List of abbreviations

ACGIH: American Conference of Governmental Industrial Hygienists
CAS: Chemical Abstract Services
CERCLA: Comprehensive Environmental Response, Compensation and Liability Act of 1980
CFR: Code of Federal Regulations
DOT: Department of Transportation
DSL: Domestic Substance List
EINECS: European Inventory of Existing Commercial chemical Substances
EPA: Environmental Protection Agency
EPCRA: Emergency Planning and Community Right-to-Know Act
HSDB® - Hazardous Substances Data Bank
IARC: International Agency for Research on Cancer
IATA: International Air Transport Association
IBC: Intermediate Bulk Container
ICAO: International Civil Aviation Organization
IMDG: International Maritime Dangerous Goods
LC: Lethal Concentration
LD: Lethal Dose
NIOSH: National Institute of Occupational Safety and Health
NOEC: No observable effect concentration
NTP: National Toxicology Program
OECD: Organisation for Economic Cooperation and Development
OSHA: Occupational Safety and Health Administration
PPE: Personal Protective Equipment
RCRA: Resource Conservation and Recovery Act
RTECS: Registry of Toxic Effects of Chemical Substances
SARA: Superfund Amendments and Reauthorization Act
SDS: Safety Data Sheet
STEL: Short Term Exposure Limit
TLV: Threshold Limit Values
TWA: Time Weighted Average

Disclaimer

Prepared by: ICC The Compliance Center Inc. 1-888-442-9628
<http://www.thecompliancecenter.com>

Disclaimer

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Bibliography

ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices (2014)
Canadian Centre for Occupational Health and Safety, CCInfoWeb Databases, 2014
(Chempendium, RTECs, HSDB, INCHEM)
Material Safety Data Sheet from manufacturer.
OECD - The Global Portal to Information on Chemical Substances - eChemPortal, 2014.

SAFETY DATA SHEET

1. Identification

Product identifier	Sodium Hypochlorite, 10-15% Solution	
Other means of identification		
SDS number	AUC-004	
Synonyms	Aqua Guard Chlorinating Santizier * Aqua Guard Bleach * Aqua Guard Sodium Hypochlorite 10.5% * Aqua Guard Sodium Hypochlorite 12.5% * Sodium Hypochlorite * Liquid Bleach * Bleach * Hypo	
Recommended use	Swimming pool chemical, hard surface cleaner, water treatment, bleaching, textiles, cooling towers, laundry sanitizer and agricultural/ aquacultural purposes	
Recommended restrictions	None known.	
Manufacturer/Importer/Supplier/Distributor information		
Manufacturer		
Company name	Allied Universal Corporation	
Address	3901 N.W. 115th Avenue Miami, FL 33178 United States	
Telephone	General:	1-305-888-2623
	24-Hour alert:	1-786-522-0207
Website	www.allieduniversal.com	
E-mail	Not available.	
Contact person	Operations Department	
Emergency phone number	CHEMTREC	1-800-424-9300 (US/Canada) +01 703-527-3887 (International)
Supplier	Refer to Manufacturer	

2. Hazard(s) identification

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
OSHA defined hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
Label elements		



Signal word	Danger
Hazard statement	May be corrosive to metals. Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.
Precautionary statement	
Prevention	Keep only in original container. Do not breathe mist. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection.

Response	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 or doctor/physician. Specific treatment (see this label). Wash contaminated clothing before reuse.
Storage	Store locked up. Store in a well-ventilated place. Keep container tightly closed. Store in corrosive resistant container with a resistant inner liner.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	No OSHA defined hazard classes. Other hazards which do not result in classification: Contact with most acids may liberate and toxic gas. Chronic skin contact with low concentrations may cause dermatitis.
Supplemental information	None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Sodium Hypochlorite	HYPOCHLORITE SOLUTION	7681-52-9	10-15.5
Sodium hydroxide	Caustic soda Lye Soda lye	1310-73-2	1-5
Other components below reportable levels			80-90

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

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. If breathing stops, provide artificial respiration. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. If breathing is difficult, trained personnel should give oxygen. Call a physician or poison control center immediately.
Skin contact	Immediately flush skin with running water for at least 20 minutes. Take off immediately all contaminated clothing. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse. Cover wound with sterile dressing. Do not rub area of contact. Leather and shoes that have been contaminated with the solution may need to be destroyed.
Eye contact	Immediately flush eyes with plenty of water for at least 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing for 10-15 minutes. Call a physician or poison control center immediately. Take care not to rinse contaminated water into the unaffected eye or onto the face.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. If swallowed: Rinse mouth. Do NOT induce vomiting. Never give anything by mouth to a victim who is unconscious or is having convulsions. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.
Indication of immediate medical attention and special treatment needed	Immediate medical attention is required. Causes chemical burns. Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂). Use media suitable to the surrounding fire such as water fog or fine spray, alcohol foams, carbon dioxide. Use water with caution. Contact with water will generate considerable heat.
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Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire. Do not use dry chemical extinguishing agents. Maleic anhydride may react with the basic sodium compounds. Use chemical extinguishing agents with caution. Some chemical extinguishing agents may react with this material.
Specific hazards arising from the chemical	Not considered flammable. Vapors are heavier than air and may spread along floors. Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts violently with a wide variety of organic and inorganic chemicals including alcohol, carbides, chlorates, picrates, nitrates and metals. Toxic fumes, gases or vapours may evolve on burning.
Special protective equipment and precautions for firefighters	Firefighters should wear proper protective equipment and self-contained breathing apparatus with full face piece operated in positive pressure mode. A full-body chemical resistant suit should be worn.
Fire fighting equipment/instructions	Fight fire with normal precautions from a reasonable distance. Evacuate the area promptly. Move containers from fire area if you can do so without risk. Use water spray to cool unopened containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	Vapors are heavier than air and may spread along floors.
Hazardous combustion products	Hydrogen gas. Hydrogen chloride. Chlorine. Oxygen. Sodium oxides.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Immediately evacuate personnel to safe areas. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Ventilate the area. Remove sources of ignition. Stop leak if you can do so without risk. Absorb spillage to prevent material damage. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Use water spray to reduce vapors or divert vapor cloud drift. Prevent entry into waterways, sewer, basements or confined areas. Remove with vacuum trucks or pump to storage/salvage vessels. Contain and absorb spilled liquid with non-combustible, inert absorbent material (e.g. sand). Small spills can be neutralized by covering with a reducing agent, such as Sodium thiosulfate or Sodium sulphite. If not recoverable, dilute with water or flush to holding area and neutralize.
Environmental precautions	Never return spills to original containers for re-use. Contact the proper local authorities. Contaminated absorbent material may pose the same hazards as the spilled product. For waste disposal, see Section 13. Contact local authorities in case of spillage to drain/aquatic environment. Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection. Label containers appropriately. When using, do not eat, drink or smoke. Do not taste or swallow. Do not get in eyes, on skin, on clothing. Wash thoroughly after handling. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Avoid ultraviolet (UV) light sources. Inspect periodically for damage or leaks. Store in corrosive resistant container with a resistant inner liner. Store in original tightly closed container. Keep container tightly closed. Store in a well-ventilated place. Store away from and do not mix with incompatible materials such as acids, oxidizers, organics, reducing agents and all metals except titanium. Keep away from food, drink and animal feedingstuffs.

8. Exposure controls/personal protection

Occupational exposure limits

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

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m3

US. ACGIH Threshold Limit Values

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
SODIUM HYPOCHLORITE (CAS 7681-52-9)	STEL	2 mg/m3

Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.
Individual protection measures, such as personal protective equipment	
Eye/face protection	Chemical goggles and face shield are recommended. Eye wash facilities and emergency shower must be available when handling this product.
Skin protection	
Hand protection	Wear appropriate chemical-resistant gloves. Advice should be sought from glove suppliers.
Other	Where contact is likely, wear chemical-resistant gloves, chemical protective clothing, rubber boots, and chemical safety goggles plus a face shield. Use of an impervious apron is recommended.
Respiratory protection	Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. For most conditions no respiratory protection should be needed; however, if discomfort is experienced, use an approved air-purifying respirator. The following should be effective types of air-purifying respirators: Particulate filter.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.
General hygiene considerations	When using, do not eat, drink or smoke. Do not breathe mist. Avoid contact with eyes, skin and clothing. Upon completion of work, wash hands before eating, drinking, smoking or use of toilet facilities. Remove soiled clothing and wash it thoroughly before reuse.

9. Physical and chemical properties

Appearance	Clear yellow/green liquid.
Physical state	Liquid.
Form	Liquid.
Color	Clear to yellow/green.
Odor	Pungent. Chlorine-like.
Odor threshold	Not available.
pH	11 - 13
Melting point/freezing point	-150 °F (-101.11 °C)
Initial boiling point and boiling range	> 212 °F (> 100 °C)
Flash point	Not Applicable
Evaporation rate	Not available.
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not Applicable
Flammability limit - lower (%) temperature	Not Applicable

Flammability limit - upper (%)	Not Applicable
Flammability limit - upper (%) temperature	Not Applicable
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	12 mm Hg
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Soluble
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	1.18 g/cm ³
Molecular formula	NaOCl
Molecular weight	74.4
Specific gravity	1.165-1.23

10. Stability and reactivity

Reactivity	Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts with amines and ammonia compounds to form explosively unstable compounds. May be corrosive to metals. May be corrosive to: Aluminum. Stainless steel. Carbon steel. Copper. Bronze
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Reacts vigorously or violently with many organic and inorganic chemicals such as: acids, acrolein, acrylonitrile, chlorinated hydrocarbons (e.g. 1,2 dichloroethylene), chlorine dioxide, maleic anhydride, nitroethane, nitroparaffins, 2-nitrophenol, nitropropane, phosphorus, potassium persulfate, and tetrahydrofuran (containing peroxides).
Conditions to avoid	Direct sources of heat. Avoid high temperatures. Direct sunlight. Avoid contact with incompatible materials. Do not use in areas without adequate ventilation. Do not allow evaporation to dryness.
Incompatible materials	Metals. Strong oxidizing agents. Acids. Amines. Ammonia. Reducing agents. Nitrites. Organic compounds.
Hazardous decomposition products	None known, refer to hazardous combustion products in Section 5. In the event of fire the following can be released: Chlorine. Sodium chlorate.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful. May cause irritation to the respiratory system. May cause severe irritation to the nose, throat, and respiratory tract.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns. Ingestion may cause severe irritation of the mouth, the esophagus and the gastrointestinal tract.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.

Information on toxicological effects

Acute toxicity Not expected to be hazardous by OSHA criteria. There is no available data for the product itself, only for the ingredients. See data for individual ingredient acute toxicity data.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	No Data in Literature
<i>Inhalation</i>		
LC50	Rat	No Data in Literature
<i>Oral</i>		
LD50	Rat	No Data in Literature
Sodium Hypochlorite (CAS 7681-52-9)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	> 10000 mg/kg
<i>Inhalation</i>		
LC50	Rat	> 5.25 mg/l/4h
<i>Oral</i>		
LD50	Rat	8910 mg/kg

Skin corrosion/irritation Hazardous by OSHA criteria. Causes severe skin burns. Causes severe skin burns and eye damage. Skin corrosion/irritation - Category 1.

Serious eye damage/eye irritation Hazardous by OSHA criteria. Causes serious eye damage. Serious eye damage/eye irritation - Category 1

Respiratory or skin sensitization

Respiratory sensitization Not expected to be a respiratory sensitizer.

Skin sensitizer Not expected to be hazardous by OSHA criteria. Not expected to be a skin sensitizer.

May cause an allergic skin reaction (e.g. hives, rash) in some hypersensitive individuals.

Germ cell mutagenicity Not expected to be mutagenic.

Carcinogenicity This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

IARC Monographs. Overall Evaluation of Carcinogenicity

Sodium Hypochlorite (CAS 7681-52-9) 3 Not classifiable as to carcinogenicity to humans.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity This product is not expected to cause reproductive or developmental effects.

Specific target organ toxicity - single exposure Hazardous by OSHA criteria. May cause respiratory irritation. Specific Target Organ Toxicity (STOT), Single Exposure, Category 3.

Specific target organ toxicity - repeated exposure Not classified as a specific target organ toxicity -repeated exposure.

Aspiration toxicity Not expected to be an aspiration hazard.

Chronic effects Prolonged inhalation may be harmful. Chronic skin contact with low concentrations may cause dermatitis.

12. Ecological information

Ecotoxicity Toxic to aquatic life.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Aquatic		
<i>Acute</i>		
Crustacea	EC50 Water flea (Ceriodaphnia dubia)	40 mg/l, 48 hours

Components	Species	Test Results
Fish	LC50	Western mosquitofish (<i>Gambusia affinis</i>) 125 mg/l, 96 hours
Sodium Hypochlorite (CAS 7681-52-9)		
Aquatic		
<i>Acute</i>		
Crustacea	EC50	Water flea (<i>Daphnia magna</i>) 0.169 mg/l, 48 hours
Fish	LC50	Bluegill (<i>Lepomis macrochirus</i>) 0.58 mg/l, 96 hours

Persistence and degradability	Biodegradation is not applicable to inorganic substances.
Bioaccumulative potential	No accumulation in living organisms is expected due to high solubility and dissociation properties.
Mobility in soil	High water solubility indicates a high mobility in soil.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

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

14. Transport information

DOT

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTIONS (RQ = 100)
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	III
Environmental hazards	
Marine pollutant	Yes
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	IB3, N34, T4, TP2, TP24
Packaging exceptions	154
Packaging non bulk	203
Packaging bulk	241

This product does meet the definition of a marine pollutant as described in 49 CFR section 171.8.

IATA

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	NO
ERG Code	8L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Other information	
Passenger and cargo aircraft	Allowed.
Cargo aircraft only	Allowed.

IMDG

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	
Marine pollutant	No.
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not available.

DOT**IATA; IMDG****Marine pollutant****15. Regulatory information**

US federal regulations This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

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

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2)

Listed.

Sodium Hypochlorite (CAS 7681-52-9)

Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories Immediate Hazard - Yes
 Delayed Hazard - No
 Fire Hazard - No
 Pressure Hazard - No
 Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical Yes

SARA 313 (TRI reporting)

Not regulated.

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

Not regulated.

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

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations**US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)**

Not listed.

US. Massachusetts RTK - Substance List

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. New Jersey Worker and Community Right-to-Know Act

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. Pennsylvania Worker and Community Right-to-Know Law

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. California Proposition 65

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

International Inventories

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

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

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

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

Issue date 12-03-2020
Version # 04
HMIS H: 3 F: 0 R: 1
NFPA H: 3 F: 0 R: 1



Maximum use level for Sodium hypochlorite under NSF/ANSI Standard 60 - Maximum use in potable water is 84 mg/L for 12.5% bleach and 100 mg/L for 10.5% bleach.

List of abbreviations

ACGIH: American Conference of Governmental Industrial Hygienists
 CAS: Chemical Abstract Services
 CERCLA: Comprehensive Environmental Response, Compensation and Liability Act of 1980
 CFR: Code of Federal Regulations
 DOT: Department of Transportation
 DSL: Domestic Substance List
 EC: European Community
 EINECS: European Inventory of Existing Commercial chemical Substances
 EPA: Environmental Protection Agency
 EPCRA: Emergency Planning and Community Right-to-Know Act
 HSDB® - Hazardous Substances Data Bank
 IARC: International Agency for Research on Cancer
 IATA: International Air Transport Association
 IBC: Intermediate Bulk Container
 IMDG: International Maritime Dangerous Goods
 LC: Lethal Concentration
 LD: Lethal Dose
 NOEC: No observable effect concentration
 NTP: National Toxicology Program
 OECD: Organisation for Economic Cooperation and Development
 OSHA: Occupational Safety and Health Administration
 PPE: Personal Protective Equipment
 RCRA: Resource Conservation and Recovery Act
 RTECS: Registry of Toxic Effects of Chemical Substances
 SARA: Superfund Amendments and Reauthorization Act
 SDS: Safety Data Sheet
 STEL: Short Term Exposure Limit
 TLV: Threshold Limit Values
 TWA: Time Weighted Average

Prepared by: ICC The Compliance Center Inc. 1-888-442-9628
<http://www.thecompliancecenter.com>

Disclaimer

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 European Chemicals Bureau, Existing Chemicals Work Area, EINECS Information System, 2014. Material Safety Data Sheet from manufacturer.
 OECD - The Global Portal to Information on Chemical Substances - eChemPortal, 2014.



The Public Health and Safety Organization

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

Allied Universal Corporation

3901 Northwest 115th Avenue

Miami, FL 33178

United States

800-981-6700

305-888-2623

Visit this company's website (<http://www.allieduniversal.com>)

Facility : # 2 Jacksonville, Florida

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

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

Facility : Fort Pierce, FL**Sodium Hypochlorite[HY]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100 mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

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Facility : Miami, FL**Sodium Hypochlorite[HY]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

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Facility : Tampa, FL**Sodium Hypochlorite[HY]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84 mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

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Facility : Brunswick, GA**Sodium Hypochlorite[HY]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	74mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	74mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	87mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	87mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	87mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	74mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	87mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	74mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

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Facility : Ellisville, MS**Sodium Hypochlorite[HY]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

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Allied Universal Corporation

3901 Northwest 115 Avenue

Miami, FL 33178

United States

305-888-2623

Visit this company's website (<http://www.allieduniversal.com>)**Facility : # 3 USA****Sodium Hypochlorite[HY]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Number of matching Manufacturers is 2

Number of matching Products is 49

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

Allied Universal Corporation

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Miami, FL 33178

United States

800-981-6700

305-888-2623

Visit this company's website (<http://www.allieduniversal.com>)

Facility : Fort Pierce, FL

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda	Corrosion & Scale Control	100 mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Rayon Grade Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide	Corrosion & Scale Control	100 mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

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

Facility : Miami, FL

Sodium Hydroxide

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

Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Caustic Soda	Corrosion & Scale Control	100mg/L
Rayon Grade Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide	Corrosion & Scale Control	100mg/L

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

Facility : Tampa, FL

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Caustic Soda	Corrosion & Scale Control	100 mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Rayon Grade Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide	Corrosion & Scale Control	100 mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L

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

Facility : Brunswick, GA

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda	Corrosion & Scale Control	100 mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Rayon Grade Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide	Corrosion & Scale Control	100 mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

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

Facility : Ellisville, MS

Sodium Hydroxide

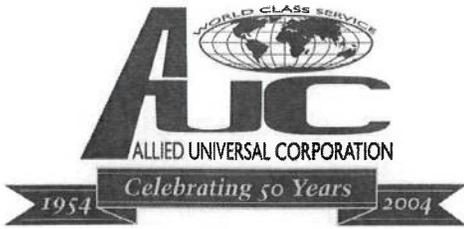
<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda	Disinfection & Oxidation	100 mg/L
Sodium Hydroxide	Disinfection & Oxidation	100 mg/L

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Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

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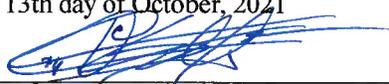
This is to certify that as required, all Liquid Caustic Soda solution to be furnished to City of North Port will comply with the American Water Works Association's (AWWA's) B501-08 Standards and ANSI/NSF standard 60 or as may be amended.

STATE OF FLORIDA
COUNTY OF: Miami-Dade

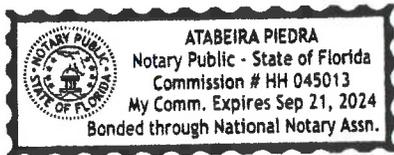
Sworn to (or affirmed) and Subscribed before me.

By means of physical presence or online notarization.

This 13th day of October, 2021

By: 
Crisfianne Munguia
Bid Coordinator

(Notary Seal)




Signature of Notary Public
Atabeira Piedra
Print or Type Name of Notary

Personally Known
Or Produced Identification

Type of Identification Produced

8350 NW 93 Street
Miami, Florida 33166
AUC - 305-888-2623

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

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

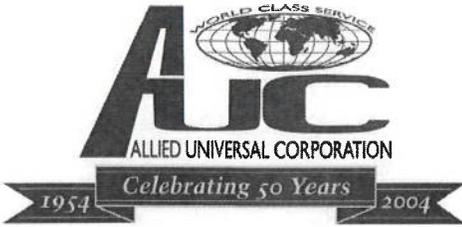
14770 Old Saint Augustine Roac
Jacksonville, FL 32207
AUC - 904-619-6180

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

204 SCM Road
Brunswick, GA 31525
AUC - 912-267-9470

9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 - 772-464-6195

2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2



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

AFFIDAVIT

This is to certify that as required, all Sodium Hypochlorite solution to be furnished to City of North Port will comply with the AWWA B-300-10 Standards and ANSI/NSF standard 60 or as may be amended.

STATE OF FLORIDA
COUNTY OF: Miami-Dade

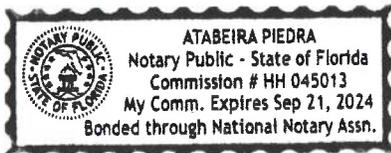
Sworn to (or affirmed) and Subscribed before me.

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This 13th day of October, 2021

By: [Signature]
Crisfianne Munguia
Bid Coordinator

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Palmetto, Florida 34221
ANT 2



3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

July 2017

Dear Allied Customer:

As a member of the National Association of Chemical Distributors and The Chlorine Institute, Allied Universal Corporation strongly encourages all of its customers to formulate, periodically review and update their procedures for the proper handling and use of Allied's chemical products. Customer procedures should, of course, include emergency preparedness and plans for handling potential chemical spills and releases.

It is the responsibility of each customer to develop its own individual, site-specific emergency procedures. The attached "Spill Contingency" pamphlet contains examples of some of the types of procedures customers may wish to consider when formulating, reviewing or updating their respective emergency procedures. Customers should NOT rely upon these examples, as they are not intended to be comprehensive, nor will they be appropriate for every customer, since our customers' business operations, personnel, physical facilities and locations are diverse, and customer practices and procedures will, by necessity, vary accordingly. Customers may, however, find these examples useful in formulating, reviewing or updating their own individualized, site-specific practices and procedures.

Allied strongly recommends that each customer consult with a qualified and licensed environmental cleanup service in formulating emergency procedures for handling chemical spills or releases. As part of these procedures, each customer should have available for immediate use the contact information for local environmental cleanup services.

All customers must ensure that their employees are trained in the proper and safe handling and use of all chemical products, and that their employees are familiar with all applicable labels and Safety Data Sheets. This employee training must be documented and maintained on file at all times, in accordance with applicable government regulations.

It is the responsibility of every customer to familiarize themselves and to comply with all applicable federal, state and local laws and regulations pertaining to chemicals utilized in the customer's business operations, including, but not limited to, Title 29 of the Code of Federal Regulations, section 1910.38. Customers should not rely upon the attached exemplar procedures. Customers should consult with and rely only upon the advice of licensed legal and environmental professionals. Allied will not be responsible for any incidental, consequential, special or other damages arising from or relating to the attached exemplar procedures, or its customers formulation and implementation of emergency preparedness and chemical cleanup procedures.

If Allied can assist your efforts in the proper handling of our products, please contact your Sales Representative.

WARNING: CUSTOMERS SHOULD NOT RELY UPON THESE EXEMPLAR PROCEDURES, AS THEY ARE INTENDED SOLELY FOR THE CUSTOMER'S USE AS A STARTING POINT IN FORMULATING EACH CUSTOMER'S INDIVIDUAL, SITE -SPECIFIC EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES. CUSTOMERS SHOULD CONSULT WITH AND RELY ONLY UPON THE ADVICE OF LICENSED LEGAL AND ENVIRONMENTAL PROFESSIONALS IN FORMULATING THEIR INDIVIDUAL, SITE-SPECIFIC PROCEDURES. ALLIED IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL AND SPECIAL DAMAGES, ARISING FROM THE CUSTOMER'S FORMULATION AND IMPLEMENTATION OF EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES.



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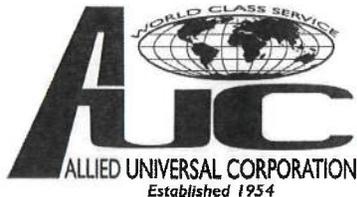
SPILL CONTINGENCY

In the event of a spill or leak, the employee discovering the spill or leak should immediately notify the site supervisor or manager. The site supervisor or manager should direct the employee to determine the source or cause of the leak and provide the employee with instructions on how to control or contain the incident, if possible. If containment and control is not possible, the facility owner or authorized site manager manager/supervisor should call the local public agency and first responders as well as their supplier.

Please insert applicable phone numbers and names for your location.

EMERGENCY RESPONSE PHONE NUMBERS	
FIRE DEPARTMENT	911
ALLIED 24HR CHEMICAL SPILL EMERGENCY NUMBER	1-786-522-0207 Or CHEMTREC 1-800-424-9300
ALLIED BRANCH SUPPLIER NUMBER: Miami, FL Ft. Pierce, FL Jacksonville, FL CFI - Tampa, FL Brunswick, GA Ranger, GA Ellisville, MS	305-888-2623 x0201 or x0202 305-888-2623 x0601 or x0602 305-888-2623 x1201 or x1202 305-888-2623 x0901 or x0902 305-888-2623 x0401 or x0402 305-888-2623 x0701 or x0702 305-888-2623 x1001
ALLIED SALES REPRESENTATIVE	
LOCAL HOSPITAL NAME & PHONE NUMBER	
OTHER APPLICABLE EMERGENCY NUMBERS	
FACILITY NEIGHBOR	
FACILITY NEIGHBOR	

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Hazardous Materials such as Sodium Hypochlorite Solution (Bleach), Sodium Hydroxide Solution (Caustic Soda or just Caustic) and Acids have different properties and as such have different Reportable Quantities (RQ) dealing with notification. Reportable Quantity (RQ) as defined by the USEPA, means that quantity (as set forth by regulation), the release of which requires notification to the National Response Center at 1-800-424-8802.

Both the USEPA and USDOT have published tables on Reportable Quantities for Hazardous Substances in the United States Code of Federal Regulations: EPA 40 CFR § 302.4 and DOT at 49 CFR § 172.101 APPENDIX A, Table 1.

It should be understood that the RQ's as listed by both USEPA & USDOT are for pure substances. The chart on page 8 can be used to determine whether a RQ leak or spill has occurred.

If a spill, leak or release to the environment, has occurred over the RQ amount, and material has not been contained by a containment device (e.g. scrubber, building, dike, etc.), notification to Federal, State and local authorities must and may have to be made. Federal notification is required, State and Local notification will vary from State-to-State and locality-to-locality. You must check with your State and Local applicable authorities to determine notification requirements. The Federal and some State numbers are listed below:

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US NATIONAL RESPONSE CENTER	800-424-8802
FL STATE WARNING POINT	800-320-0519
GA OFFICE OF EMERGENCY SERVICES	800-241-4113
MS STATE WARNING POINT	800-222-6362

If it has been determined that a release in excess of the Reportable Quantity (RQ) has occurred (see listings on page 8) to the air, grounds or waters of the State, notification must be made within 15 minutes from the time the release was discovered in accordance with the United States Code of Federal Regulations 40CFR §302.6 and §355.40(b) to:

1. National Response Center 800-424-8802

And to the following agencies per State applicable laws:

2. The State Warning Point/State Emergency Response Hotline

When notification is required to the Federal government and State government via the National Response Center and State Emergency Response Center require specific information as per 40CFR §355.40(b)(2)(i - vii). This information includes but will not be limited to:

1. Name, location, and telephone number
2. Name and address of the party responsible for the incident
3. Date and time of the incident
4. Location of the incident
5. Source and cause of the release or spill (i.e. tank failure)
6. Types of materials (i.e. chemical) released or spilled

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7. Quantity of material released or spilled
8. Danger or threat posed by the release or spill (i.e. acute or chronic health risks, environmental damage, etc. – use a Material Safety Data Sheet for this information)
9. Number and type of injuries (if any)
10. Mitigation efforts, if any, being made to stop the release
11. Weather conditions at the incident location
12. Any other relevant information

Within seven (7) days after a release which requires verbal notification to the Federal and State governments, the owner or operator of the facility shall provide a written follow up emergency notice to the State Emergency Response Center and Local Emergency Planning Council (LEPC). The letter should contain, at a minimum, the following information:

1. Chemical Name - Include whether an extremely hazardous substance. Also, the UN (i.e. UN 1791 for bleach, UN 1824 for caustic, etc).
2. Location, time and duration of release.
3. Medium or Media into which the release occurred.
4. Estimate of quantity of product released.
5. Known or anticipated acute or chronic health risks associated with the emergency and where appropriate, advice regarding medical attention necessary for exposed individuals. (Use Material Safety Data Sheet - MSDS).
6. Actions that were taken as a result of the release, including evacuation and hospitalizations, and
7. Name and telephone number of Emergency Coordinator.

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The following table lists the name and addresses of a few of these agencies:

WRITTEN FOLLOW-UP NOTIFICATION ADDRESSES	
FL STATE EMERGENCY RESPONSE COMMISSION	FL State Emerg. Response Commission 255 Shumard Oak Boulevard Tallahassee, FL 32399 800-320-0519
GA DEPARTMENT OF NATURAL RESOURCES	Department of Natural Resources Environmental Protection Division 7 Martin Luther King Drive, Room 643 Atlanta, Georgia 30334 800-241-4113
MS EMERGENCY MANAGEMENT AGENCY	MEMA PO Box 4501 Jackson, MS 39296-4501 800-222-6362 601-352-9100
OTHER STATE EMERGENCY AGENCY	INSERT ADDRESS HERE
LOCAL EMERGENCY PLANNING COMMISSIONS	CHECK WITH YOUR LEPC TO DETERMINE WHERE YOUR LETTER MUST BE SENT.

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REPORTABLE QUANTITY CHEMICAL LIST

<u>PRODUCT</u>	<u>RQ - IN GALLONS</u>	<u>RQ - IN POUNDS</u>
CHLORINE GAS	0.86 Gallons	10 Pounds
MURIATIC ACID 20 Bé (Hydrochloric Acid)	1,639 Gallons	5000 Pounds
MURIATIC ACID 22 Bé (Hydrochloric Acid)	1,449 Gallons	5000 Pounds
SODIUM BISULFITE SOLUTION - 38%	1,170 Gallons	5000 Pounds
SODIUM HYPOCHLORITE SOLUTION - 10.5%	98 Gallons	100 Pounds
SODIUM HYPOCHLORITE SOLUTION - 12.5%	80 Gallons	100 Pounds
SODIUM HYPOCHLORITE SOLUTION - 15%	64 Gallons	100 Pounds
SODIUM HYDROXIDE SOLUTION - 50%	156 Gallons	1000 Pounds
SODIUM HYDROXIDE SOLUTION - 25%	374 Gallons	1000 Pounds
SULFUR DIOXIDE	44 Gallons	500 Pounds
SULFURIC ACID - 28 Bé	296 Gallons	1000 Pounds

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I. PROCEDURES FOR SODIUM HYPOCHLORITE SOLUTION

DO NOT REFER TO SODIUM HYPOCHLORITE AS CHLORINE OR LIQUID CHLORINE. DO NOT USE CHLORINE IN THE DESCRIPTION AS IT IS CONFUSING (THEY ASSUME IT TO BE CHLORINE GAS) TO PUBLIC RESPONDERS. DESCRIBE PRODUCT SPILLED AS SODIUM HYPOCHLORITE, BLEACH, OR LIQUID BLEACH.

1. Spill or Leak in Bulk Storage Tank
 - a. Containment drain valve (if available) must be closed. Valve should only be opened to drain rainwater from containment and closed afterward. Verify State and local regulations for discharging rainwater prior to discharging. Chlorine levels and pH must not exceed State and local requirements before discharging.
 - b. Determine the source of the actual leak.
 - c. If the storage tank system is not damaged, pump only good Sodium Hypochlorite back into the storage tank for re-use.
 - d. Spilled or released Sodium Hypochlorite that cannot be recovered or reused must be neutralized and properly disposed of in accordance with applicable Federal, State and Local regulations.
 - e. Notify your supplier.
2. Discharges to Ground or Pavement
 - a. Determine the source of the Sodium Hypochlorite leak.
 - b. Stop the leak and contain the spilled product.
 - c. If the personal safety of facility individuals is in danger, site supervision should evacuate the facility.
 - d. Notify the local Fire Department.

WARNING: CUSTOMERS SHOULD NOT RELY UPON THESE EXEMPLAR PROCEDURES, AS THEY ARE INTENDED SOLELY FOR THE CUSTOMER'S USE AS A STARTING POINT IN FORMULATING EACH CUSTOMER'S INDIVIDUAL, SITE -SPECIFIC EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES. CUSTOMERS SHOULD CONSULT WITH AND RELY ONLY UPON THE ADVICE OF LICENSED LEGAL AND ENVIRONMENTAL PROFESSIONALS IN FORMULATING THEIR INDIVIDUAL, SITE-SPECIFIC PROCEDURES. ALLIED IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL AND SPECIAL DAMAGES, ARISING FROM THE CUSTOMER'S FORMULATION AND IMPLEMENTATION OF EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES.



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- e. Spilled/released Sodium Hypochlorite that cannot be recovered/reused must be neutralized and properly disposed of in accordance with applicable regulations.
 - f. Notify your supplier.
3. Treatment, Neutralization, Clean Up Procedures
- a. Spills of Sodium Hypochlorite solution should never be rinsed or flushed to drains or sewers. Suitable absorbent materials such as sand, vermiculite or clay should be used to absorb the material. Contaminated absorbents and soils should be scraped up using shovels and placed in suitable hazardous material containers and disposed of in accordance with all Federal, State and Local regulations.
 - b. Neutralization of Sodium Hypochlorite may be accomplished using Sodium Sulfite, Sodium Bisulfite or Sodium Thiosulfate. Ratio is approximately one (1) pound for each gallon of spilled material. Material should be dissolved in a bucket of clean, clear water and applied to the residue area. Caution should be used as some heat may be generated during this process. By-products of this neutralization are water, salts and liberation of oxygen to the atmosphere.
 - c. After neutralization has been conducted, the remaining residue is generally considered safe for rinsing to local sewer systems connected to Waste Water Treatment Stations.

Permission must be obtained through the local treatment facility and local environmental agencies before any rinsing of residue is started.

WARNING: CUSTOMERS SHOULD NOT RELY UPON THESE EXEMPLAR PROCEDURES, AS THEY ARE INTENDED SOLELY FOR THE CUSTOMER'S USE AS A STARTING POINT IN FORMULATING EACH CUSTOMER'S INDIVIDUAL, SITE-SPECIFIC EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES. CUSTOMERS SHOULD CONSULT WITH AND RELY ONLY UPON THE ADVICE OF LICENSED LEGAL AND ENVIRONMENTAL PROFESSIONALS IN FORMULATING THEIR INDIVIDUAL, SITE-SPECIFIC PROCEDURES. ALLIED IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL AND SPECIAL DAMAGES, ARISING FROM THE CUSTOMER'S FORMULATION AND IMPLEMENTATION OF EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES.



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II. PROCEDURES FOR SODIUM HYDROXIDE SOLUTION

1. Spill or Leak in Bulk Storage Tank
 - a. Containment drain valve (if available) must be closed. Valve should only be opened to drain rainwater from containment and closed afterward. Verify State and local regulations for discharging rainwater prior to discharging. Chlorine levels and pH must not exceed State and local requirements before discharging.
 - b. Determine the source of the actual leak.
 - c. If the storage tank system is not damaged, pump only good Sodium Hydroxide back into the storage tank for re-use.
 - d. Spilled or released Sodium Hydroxide that cannot be recovered or reused must be neutralized and properly disposed of in accordance with applicable Federal, State and Local regulations
 - e. Notify your supplier.

2. Discharges to Ground or Pavement
 - a. Determine the source of the Sodium Hydroxide leak.
 - b. Stop the leak and contain the spilled product.
 - c. If the personal safety of facility individuals is in danger, site supervision should evacuate the facility.
 - d. Notify the local Fire Department.
 - e. Notify your supplier.

WARNING: CUSTOMERS SHOULD NOT RELY UPON THESE EXEMPLAR PROCEDURES, AS THEY ARE INTENDED SOLELY FOR THE CUSTOMER'S USE AS A STARTING POINT IN FORMULATING EACH CUSTOMER'S INDIVIDUAL, SITE -SPECIFIC EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES. CUSTOMERS SHOULD CONSULT WITH AND RELY ONLY UPON THE ADVICE OF LICENSED LEGAL AND ENVIRONMENTAL PROFESSIONALS IN FORMULATING THEIR INDIVIDUAL, SITE-SPECIFIC PROCEDURES. ALLIED IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL AND SPECIAL DAMAGES, ARISING FROM THE CUSTOMER'S FORMULATION AND IMPLEMENTATION OF EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES.

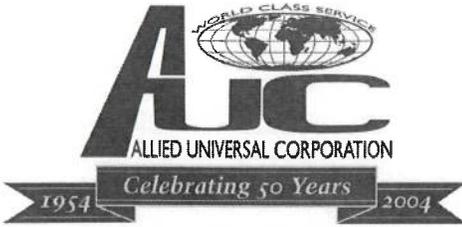


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3. Treatment, Neutralization, Clean Up Procedures
 - a. Spills of Sodium Hydroxide solution must never be rinsed or flushed to drains or sewers. Suitable absorbent materials such as sand, vermiculite or clay should be used to absorb the material. Contaminated absorbents and soils should be scraped up using shovels and placed in suitable hazardous material containers and disposed of in accordance with all applicable regulations.
 - b. After removing absorbents from ground, neutralization of remaining residue may be accomplished using a weak acid solution such as 5% acetic acid (vinegar). Neutralization will occur rapidly and should be checked with pH paper. Caution should be used as some heat may be generated during this process. By-products of this neutralization are water and salt.
 - c. After neutralization has been conducted, the remaining residue is generally considered safe for rinsing to local sewer systems connected to Waste Water Treatment Stations.

Permission must be obtained through the local treatment facility and local environmental agencies before rinsing of residue is started.

WARNING: CUSTOMERS SHOULD NOT RELY UPON THESE EXEMPLAR PROCEDURES, AS THEY ARE INTENDED SOLELY FOR THE CUSTOMER'S USE AS A STARTING POINT IN FORMULATING EACH CUSTOMER'S INDIVIDUAL, SITE -SPECIFIC EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES. CUSTOMERS SHOULD CONSULT WITH AND RELY ONLY UPON THE ADVICE OF LICENSED LEGAL AND ENVIRONMENTAL PROFESSIONALS IN FORMULATING THEIR INDIVIDUAL, SITE-SPECIFIC PROCEDURES. ALLIED IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL AND SPECIAL DAMAGES, ARISING FROM THE CUSTOMER'S FORMULATION AND IMPLEMENTATION OF EMERGENCY PREPAREDNESS/CHEMICAL CLEANUP PROCEDURES.



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October , 2021

RE: Cancelled or Terminated Contract Last (5) Five Years

This is to advise that per Allied Universal Corporations records, there are no cancelled or terminated Sodium Hypochlorite and Sodium Hydroxide bids for the past 5 years.

Very truly yours,

Allied Universal Corporation

Cristhianne Munguia
Bid Coordinator

8350 NW 93 Street
Miami, Florida 33166
AUC - 305-888-2623

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

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

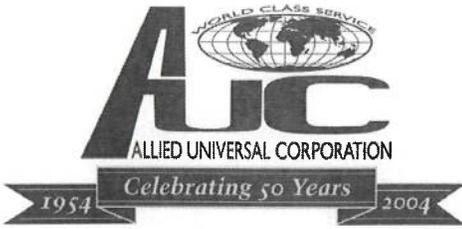
14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC - 904-619-6180

30 Neil Gunn Drive
Ellisville, MS 39437
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2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2



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305-888-2623 office
305-463-8369 fax

Safety Incidents (Last Five Years)

Allied Universal Corporation

- 1-12-16 Employee failed to secure drum fill hosing for disconnection properly, resulting in sulfuric acid residue draining from hose and onto his left forearm.
- 10-30-15 Employee was checking pressure on the caustic car when there was a failure in the bleach hose that comes from railcar to the storage tank, which caused minor chemical abrasion to eye.

Cristhianne Munguia
Bid Coordinator

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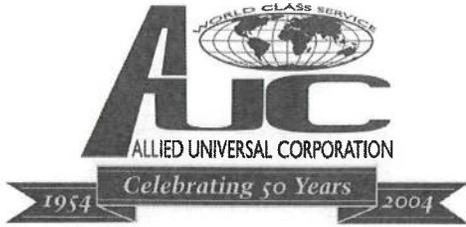
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EXPERIENCE & AFILIATES

Allied Universal Corporation is a privately owned company, which has been in business since 1954. Our Corporate Headquarters is located at 3901 N.W. 115 Avenue, Miami, FL 33178.

There are presently 8 delivery locations. In the following we also package Chlorine Gas and manufacture Sodium Hypochlorite. Miami, FL; Ft. Pierce, FL; CFI-Tampa, FL; Brunswick, GA and Ellisville, MS. The following are our Terminals: Jacksonville, FL; Dothan, AL and Mobile, AL.

We have serviced Utilities and Municipalities, in 22 states, for over 60 years. We also distribute other water treatment chemicals, swimming pool chemicals, and some chemicals for industrial use.

The delivering facility, which will supply Sodium Hypochlorite for the City of North Port, is our Manatee, FL facility by our affiliate company, Transportation Services Unlimited, with a dedicated fleet of over 100 tractors and tankers, with an employee complement of approximately 275 people.

The Manatee, FL facility is located at 2815 Inland Transport Street, Palmetto, FL 34221. With normal delivery lead time of 3 work days. Contact name for all deliveries is Carlos Pena, phone number 941-803-4268 Ext. 0809, e-mail CarlosP@Allieduniversal.com. He is available from 6:30 a.m. until 3:30 p.m.

Other key personnel is: Richard Lauckner Branch Manager 941-803-4457 Ext. 0801 and Don Couche Region Operations Manager 941-993-2548.

If you have any questions or concerns on any of this information, please contact Cristhianne Munguia, Bid Coordinator, Allied Universal Corporation, 3901 N.W. 115 Avenue, Miami, FL 33178, phone number (305) 888-2623/Ext. 0125; Fax, (786) 522-0215; E-Mail, CristhianneM@Allieduniversal.com and Bids@Allieuniversal.com

Allied Universal Corporation


Cristhianne Munguia
Bid Coordinator

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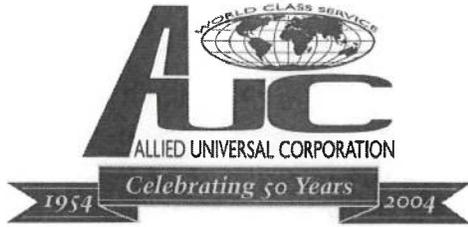
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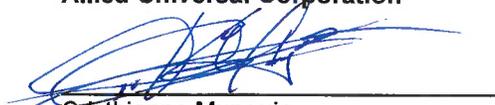
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The Tampa, FL facility is located at 5215 W Tyson Ave, Tampa, FL 33611. With normal delivery lead time of 3 work days. Contact name for all deliveries is Janet Davis, phone number 813-513-9115 Ext. 0903, e-mail JanetD@Allieduniversal.com. She is available from 6:30 a.m. until 3:30 p.m.

Other key personnel is: Ken Hayes Branch Manager 813-832-4868 Ext. 0901 and Don Couche Region Operations Manager 941-993-2548.

If you have any questions or concerns on any of this information, please contact Cristhianne Munguia, Bid Coordinator, Allied Universal Corporation, 3901 N.W. 115 Avenue, Miami, FL 33178, phone number (305) 888-2623/Ext. 0125; Fax, (786) 522-0215; E-Mail, CristhianneM@Allieduniversal.com and Bids@Allieuniversal.com

Allied Universal Corporation



Cristhianne Munguia
Bid Coordinator

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Palmetto, Florida 34221
ANT 2

EMERGENCY CONTACT NUMBERS

CORPORATE:

WORKING HOURS:

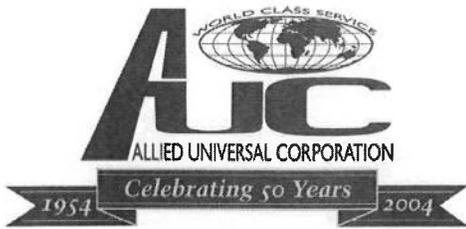
(305) 888 – 2623

EMERGENCY CONTACTS (OTHER PHONE NUMBERS):

1. ANTHONY FEDD (N. REGIONAL OPERATIONS MANAGER)	WORK (912) 267-6064, CELL (850) 212-6858
2. JIM LAFRENIERE (SE FL REGIONAL OPERATIONS MANAGER)	WORK (305) 894-4173, CELL (305) 491-3430
3. MIKE HARRIS (FLEET MAINTENANCE MANAGER)	WORK (912) 267-9590, CELL (912) 571-0704
4. JAY BRUNELLE (DRIVER SAFETY COMPLIANCE MANAGER - SOUTH)	CELL (413) 222-5440
5. STEVE PILZ (DRIVER SAFETY COMPLIANCE MANAGER – NORTH)	CELL (904) 718-4254
6. JOSH WIGGIN (TSUI OPERATIONS MANAGER)	WORK (786) 623-6457, CELL (904) 465-2566
7. FRANCES MENDEZ (ASSISTANT TSUI OPERATIONS MANAGER)	WORK (786) 646-2840, CELL (386) 334-6992
8. GUY TILLOTSON (TSUI NIGHT DISPATCH)	CELL (954) 336 - 2705
9. TODD TUCKER (VICE PRESIDENT OF OPERATIONS - SECURITY)	WORK (786) 522-0200, CELL (903) 987-3248
US TSA's TRANSPORTATION SECURITY COORDINATION CENTER:	(703) 563-3236 OR 3237

BRANCHES:

MIAMI, FL (305) 888-2623	
JAIMIE JOHNSON	CELL # (305) 216-4612
JESUS CARPHUAPOMA	CELL # (786) 712-2254
JOEL CASTILLO	CELL # (786) 390-4586
FT. PIERCE, FL (772) 464-6195	
DAN DEBEAU	CELL # (309) 213-4936
WALTER CIECWIERZ	CELL # (201) 993-3536
BILL ESTERLINE	CELL # (314) 599-0033
MANATEE, FL	
RICH LAUCKNER	CELL # (954) 292-3223
BILLY ROY	CELL # (813) 405-9086
TAMPA, FL (813) 832-4868	
KEN HAYES	CELL # (313) 820-4339
JANET DAVIS	CELL # (813) 436-6362
JACKSONVILLE, FL (AND DOTHAN, AL) (904) 438-4976	
KY NICHOLSON	CELL # (904) 607-8141
DAVID SCHULTZ	CELL # (912) 222-9487
LISA DALE	CELL # (770) 769-6528
BRUNSWICK, GA (912) 267-9470	
WILLIAM WARE	CELL # (502) 333-8059
JON MANN	CELL # (912) 532-9986
CHARITY BREWER	CELL # (912) 230-8680
ELLISVILLE, MS (AND MOBILE, AL) (601) 477-2550	
BOB BOYKIN	CELL # (251) 604-7365
TIGRAN ARMSTRONG	CELL # (601) 554-6582
KEVIN CARTER	CELL # (256) 682-2838



Corporate Office
3901 NW 115 Avenue
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REFERENES
Sodium Hypochlorite

Miami Dade Water & Sewer
700 West 2nd Ave.
Hialeah, FL 33011
Jon Hansen
786-236-7625/ cell
305-805-1620 fax
Jon.Hansen@miamidade.gov

City of Winter Haven
Steve Warder
WTP Superintendent
863-291-5767
Swarder@mywinterhaven.com

City of Sunrise
14100 SW 8 Street
Sunrise, FL 33325
Dough Kerwin
Chief Operator of Utilities Administration
954-846-7400
dkerwin@sunrisefl.gov

City of Ft. Myers
Heath Laufenberg
Plant Superintendent
1501 Raleigh Street
Fort Myers, FL 33902
239-321-7574
hlaufenberg@cityftmyers.com

City of North Miami
Water Treatment Plant
12098 NW 11 Ave
North Miami, FL 33168
Pavel Vida
Water Plant Supervisor
305-953-2854

8350 NW 93 Street
Miami, Florida 33166
AUC - 305-888-2623

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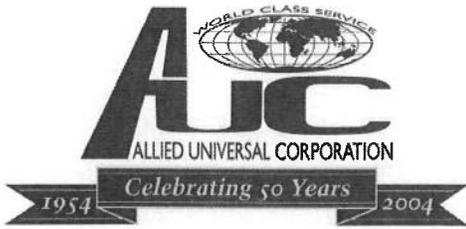
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REFERENCES
SODIUM HYDROXIDE

MIAMI DADE WATER & SEWER
700 WEST 2ND AVE.
HIALEAH, FL 33011
JON HANSEN
786-236-7625/ CELL
305-805-1620 FAX
JON.HANSEN@MIAMIDADE.GOV

PALM BEACH COUNTY
22438 SW 7ST
BOCA RATON, FL 33433
SANDY CSERVENYAK
561-616-6814
561-242-6714 FAX
SCSER@PBCGOV.ORG

CITY OF FT. MYERS
2751 JACKSONVILLE ST.
FT. MYERS, FL 33916
DEBRA KEARNS
239-321-7238
239-344-5935 FAX
DKEARNS@CITYOFFT.MYERS.COM

CITY OF HOLLYWOOD
3441 HOLLYWOOD, BLVD
HOLLYWOOD, FL 33022
TAYLOR CALHOUN
954-967-4230
TCALHOUN@HOLLYWOODFL.ORG

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State of Florida

Department of State

I certify from the records of this office that ALLIED UNIVERSAL CORP. is a corporation organized under the laws of the State of Florida, filed on January 31, 1955.

The document number of this corporation is 183054.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on April 7, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of May, 2014*



Ken Detjmer
Secretary of State

Authentication ID: CU4584180504

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

<https://efile.sunbiz.org/certauthver.html>

The new Business Lic. is in process. Waiting on the County to send it out.

001252

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL -DO NOT PAY

LBT

4513280

BUSINESS NAME/LOCATION
ALLIED UNIVERSAL CORP
3901 NW 115TH AVE
DORAL FL 33178

RECEIPT NO.
RENEWAL
4711819

**EXPIRES
SEPTEMBER 30, 2021**
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10



OWNER
ALLIED UNIVERSAL CORP

SEC. TYPE OF BUSINESS
207 ADMIN OFFICE/OPERATION CTR

PAYMENT RECEIVED
BY TAX COLLECTOR
\$135.00 08/14/2020
FPPU14-20-016090

Employee(s) 30

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

The new Business Lic. is in process. Waiting on the County to send it out.

2020 - 2021 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2021

ACCOUNT NO.
29799
RENEWAL

OCC. CODE

190.000035 CHEMICAL MANUFACTURER

20 Employees

Receipt Fee	60.00
Hazardous Waste Surcharge	40.00
Law Library Fee	0.00

BUSINESS CHEMICAL FORMULATORS INC
5215 W TYSON AVE
TAMPA, FL 33611

2020 - 2021

NAME CHEMICAL FORMULATORS INC
MAILING 3901 NW 115 AVE
ADDRESS MIAMI, FL 33178

Paid 19-607-002820

08/20/2020 100.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

Company ID Number: 122833

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Allied Universal Corporation** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 122833

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

Company ID Number: 122833

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

Company ID Number: 122833

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (1)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

Company ID Number: 122833

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

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ARTICLE III

**REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF
HOMELAND SECURITY**

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

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the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

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without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Allied Universal Corporation

Andrea L Smith

Name (Please type or print)

Title

Electronically Signed

05/28/2008

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 122833

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

05/28/2008

Signature

Date

Company ID Number: 122833

Telephone Number:	(305) 888 - 2623 ext. 124	Fax Number:	(305) 392 - 5732
E-mail Address:	AndreaS@allieduniversal.com		

