

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • FEBRUARY 22, 2022

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448



City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation by City Commissioner John Penny
- c. Pledge of Allegiance

2. REORGANIZATION OF CITY COMMISSION

- A. Selection of Vice Mayor
- B. Appointments to Boards:
 - i. East Volusia Regional Water Authority (EVRWA)
 - ii. Transportation Planning Organization (TPO)

3. PUBLIC COMMENTS**4. APPROVAL OF MINUTES**

- 1. Minutes - February 8, 2022, Workshop on Capital Improvement Projects, New Hires and February 8, 2022 Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 2)

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

- 1. Resolution -2022-R-13 A Resolution of the City of Holly Hill, Florida, Establishing the Adopt-A-Road Liter Removal Program; Providing for Severability; and Providing for an Effective Date.
(Requested by Joseph Forte, City Manager)
- 2. Resolution -2022-R-14 A Resolution of the City Commission of the City of Holly Hill, Florida, Selecting C&S Chemicals as the Lowest, Responsible Bidder, Waiving Irregularities in Bid as Non-Substantial Irregularities, and Authorizing the City Manager to Enter into a Contract with C&S Chemicals for the Purchase of Alum with a Total Amount Not to Exceed \$45,000 for Fiscal Year 2022 with Future Purchases Contingent Upon the Annual Approved Budget Appropriation Amount for Alum in that Year; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)

6. REGULAR AGENDA

1. Ordinance -2022-O-3047 FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 2, Administration, Article II., City Commission to Create Section 2-32, City Commission Badges; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

2. Negotiated Lien Reduction 154 Burleigh Avenue

(Requested by Joseph Forte, City Manager)

7. PUBLIC HEARINGS - NONE

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

8. COMMUNICATIONS

A. City Manager & Staff Comments

- a. Emergency Piggy Back Contract for IT Services

(Requested by Joseph Forte, City Manager)

B. City Attorney Comments

C. City Commission Comments

D. Mayor's Comments

9. ADJOURNMENT

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

4.1

MEETING DATE: February 22, 2022
FROM: Valerie Manning
SUBJECT: Minutes - February 8, 2022, Workshop on Capital Improvement
Projects, New Hires and February 8, 2022 Regular City
Commission Meeting
NUMBER: (ID # 3645)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from February 8, 2022 workshop and February 8, 2022 regular City Commission meeting.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - February 8, 2022 - Regular City Commission meeting (PDF)
- Minutes - February 8, 2022 - Workshop - Capital Improvements Project and New Hires (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • FEBRUARY 8, 2022

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

b. Invocation by Mayor Via

The Mayor led the invocation.

c. Pledge of Allegiance

The Mayor led the Pledge of Allegiance to the Flag.

2. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners:

Ariel Kay, Holly Hill Eco Friends gave an update of the cleanups and Susan Shiver, gave reusable stencils to the City Manager for storm drainage markings if the city wanted to use them throughout the city.

3. APPROVAL OF MINUTES

1.

Minutes - January 25, 2022 Workshop Discussion on LPGA Blvd., and January 25, 2022 Regular City Commission and CRA Meeting

(Requested by Valerie Manning, City Clerk)

Mayor Via opened public participation. No one spoke.

Attachment: Minutes - February 8, 2022 - Regular City Commission meeting (3645 : Minutes)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 8th day of February, 2022, in Holly Hill



4. CONSENT AGENDA - ITEMS (1 - 2)

Mayor Via asked if there was anyone from the audience who wishes to speak to any item on the Consent Agenda or if any member of the Commission would like to pull an item for further discussion.

Commissioner Johnson stated he would like to pull **Consent Agenda Item #2, Resolution 2022-R-11 for further discussion.** There was no one from the audience who wished to speak to any item on the Consent Agenda.

1. -2022-R-10 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Agreement with Mead and Hunt, Inc., to Provide Professional Services for Stormwater Needs Analysis for House Bill 53 Compliance in the Amount of \$24,514.00 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2022-R-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR STORMWATER NEEDS ANALYSIS FOR HOUSE BILL 53 COMPLIANCE IN THE AMOUNT OF \$24,514.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR STORMWATER NEEDS ANALYSIS FOR HOUSE BILL 53 COMPLIANCE IN THE AMOUNT OF \$24,514.00 AND

AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, House Bill 53 was signed into law during the 2021 legislative session; and

WHEREAS, this Bill requires a long-term planning process to be established for stormwater and wastewater needs; and

WHEREAS, the City entered into a Continuing Services Contract for a term of three years with two (2) additional one (1) year extensions with Mead and Hunt on January 25, 2022; and

WHEREAS, the City desires Mead and Hunt to provide professional services; and

WHEREAS, the requested amount for this authorization is \$24,514.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve the City Manager to execute any necessary price agreements with Mead and Hunt, Inc., to provide professional services for stormwater needs analysis for House Bill 53 Compliance.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of FEBRUARY 2022.

Enacted and approved this 8th day of February, 2022, in Holly Hill



2. -2022-R-11 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Selecting the Proposal of RWB Services D/B/A Air One Heating and Cooling in the Amount of \$36,418.58 to Replace Six (6) Air Conditioning Split Systems Serving the Gymnasium at the YMCA as the Lowest, Responsible Proposal and Authorizing the City Manager to Execute a Contract with RWB Services D/B/A Air One Heating and Cooling for Said Amount; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

Commissioner Johnson shared his concerns with the Mayor, Commissioners and staff about the submittal of the RFP from RWB Services d/b/a Air One Heating and Cooling for the Replacement of the A/C systems at the YMCA. Commissioner Johnson handed out a case management court event report printout to the Mayor and Commissioners to show them what he found out about RWB Services regarding an ongoing case that has

been filed with the court pertaining to auto owners insurance. **Commissioner Johnson requested that a Roll Call vote be done for this item.** He expressed his reason for not voting “yes” to awarding the contract with them. *(The meeting in its entirety is available online or a copy of the CD is available at the City Clerk’s Office by request).*

Roll Call Vote as follows:

Commissioner	Currie,	Yes.
Commissioner	Danio,	Yes.
Commissioner	Penny,	Yes.
Commissioner	Johnson,	No.
Mayor Via, Yes.		
PASSED, 4-1.		

RESULT:	ADOPTED [4 TO 1]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio
NAYS:	Johnson

RESOLUTION

2022-R-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, SELECTING THE PROPOSAL OF RWB SERVICES D/B/A AIR ONE HEATING AND COOLING IN THE AMOUNT OF \$36,418.58 TO REPLACE SIX (6) AIR CONDITIONING SPLIT SYSTEMS SERVING THE GYMNASIUM AT THE YMCA AS THE LOWEST, RESPONSIBLE PROPOSAL AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH RWB SERVICES D/B/A AIR ONE HEATING AND COOLING FOR SAID AMOUNT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, SELECTING THE PROPOSAL OF RWB SERVICES D/B/A AIR ONE HEATING AND COOLING IN THE AMOUNT OF \$36,418.58 TO REPLACE SIX (6) AIR CONDITIONING SPLIT SYSTEMS SERVING THE GYMNASIUM AT THE YMCA AS THE LOWEST, RESPONSIBLE PROPOSAL AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH RWB SERVICES D/B/A AIR ONE HEATING AND COOLING FOR SAID AMOUNT ; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, five (5) out of (6) air conditioning split units currently serving the YMCA gymnasium are not functioning; and

WHEREAS, these A/C units have exceeded their useful life and are not cost effective to repair; and

WHEREAS, sealed proposals were received from four (4) qualified vendors for the replacement of six (6) air conditioning split units; and

WHEREAS, a unanimous recommendation was reached by a selection committee recommending that the contract for the replacement of the air conditioning systems serving the gymnasium of the YMCA be awarded to RWB Services dba Air One Heating and Cooling.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill hereby selecting the proposal of RWB Services d/b/a Air One Heating and Cooling as the lowest, responsible proposal, approving an agreement with RWB Services d/b/a Air One Heating and Cooling in the amount of \$36,418.58 to replace the air conditioning units serving the gymnasium at the YMCA and authorize the City Manager to execute the same.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of FEBRUARY, 2022.

Enacted and approved this 8th day of February, 2022, in Holly Hill



5. REGULAR AGENDA

1. -2022-R-12 Resolution

A Resolution of the City of Holly Hill, Florida, Appointing a Member to the Board of Planning and Appeals and Setting Forth the Term and Expiration Date for Said Member; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

Mayor Via nominated Loretta Arthur to serve the remaining term of Arthur J. Byrne's seat on the Board of Planning and Appeals (BOPA).

There was **consensus** from the City Commission to appoint Loretta Arthur to the board and to insert her name into the Resolution.

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, Roy Johnson
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION**2022-R-12**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING A MEMBER TO THE BOARD OF PLANNING AND APPEALS AND SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBER; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING A MEMBER TO THE BOARD OF PLANNING AND APPEALS AND SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill created a Board of Planning and Appeals for the purpose of hearing and deciding appeals in reference to Development Code Administration, and to make recommendations to the Commission in regards to variance requests, zoning issues, the land development regulations, and to perform other related duties as defined by City Code; and

WHEREAS, members of said board shall not be an elected City official or City employee; and

WHEREAS, members of said board shall either be a resident of the City or own a business within the City; and

WHEREAS, the terms of office for regular members of said board shall be two years.

WHEREAS, in Section 82-74., - Removal of members from office; vacancies. It states that, "any vacancy occurring during the unexpired term of office of any member shall be filled by the city commission for the remainder of the term. Such vacancy shall be filled within 30 days from the time it occurs."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby appoint the following individual to the Board of Planning and Appeals to fill the remaining vacancy of Arthur J. Byrnes who has submitted his resignation to the city on January 11, 2022:

<> **Regular Member** **Term Expires December 2022**

SECTION 2. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 8th day of FEBRUARY, 2022.

Enacted and approved this 8th day of February, 2022, in Holly Hill



2.

Upgrade Online Customer Payment System

(Requested by Stella Gurnee, Finance)

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 8th day of February, 2022, in Holly Hill



6. PUBLIC HEARINGS - NONE

7. COMMUNICATIONS

A. City Manager & Staff Comments

Mr. Forte mentioned, not taking anything away from staff or the evaluation committee, but having a Purchasing Agent would catch these kinds of things that were discussed tonight with the RFP award.

B. City Attorney Comments
None.

C. City Commission Comments

The Mayor and Commissioners thanked staff for holding the Movie With A Cop last Friday night; great turnout. They agreed that they were disappointed with FPL's lack of progress with the Overhead to Underground project with the utilities.

Commissioner Currie mentioned that she would be willing to help the Police Explorers sell pizza as a fundraiser for them for the Movie With A Cop in the future.

Commissioner Johnson mentioned he doesn't have anything against RWB dba Air One, he just thought that the Commission should be aware of what he had found out; glad to see that Loretta Arthur is on the BOPA and believes she will do a good job.

D. Mayor's Comments

Mayor Via mentioned Tom Leek was redistricted to District 30; the workshop was a good discussion, positive.

8. ADJOURNMENT

The meeting adjourned at approximately 7:20 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • FEBRUARY 8, 2022

City Commission Chamber

Work Session

5:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

2. CITYWIDE CAPITAL IMPROVEMENT PROJECTS

1.

Citywide Capital Improvement Projects

(Requested by Valerie Manning, City Clerk)

Mr. Forte briefly discussed the four write-ups on the poster paper on the wall to the Mayor and City Commissioners. The following was discussed for the Capital Improvement projects for the next several years out.

General Fund - \$4 Million

Fire Station	\$2.5 million
Small Equipment Shop	\$50K
Sunrise Park, S.O. Bulkhead	\$700K
Riverside Park, Bulkhead	\$800K
Centennial Park Bridge	\$100K
(Consensus to REMOVE) \$20K	
Old Fire Station Rehab	\$100K

Solid Waste - \$1.7 million

Resurfacing - City Hall Parking Lot	\$75K
Sidewalk Improvements	\$_____

Stormwater - \$1.5 million

Duckbills	\$425K
Mirage Stormwater Improvements	\$500K

Small Equipment Shop \$50K

Water & Sewer - \$5 million

Small Equipment Shop \$100K

Clear wells \$650K

Sandfilter Rehab \$650K

3rd Street & Gibbons / Eddie (Watermain) \$300K

3rd Street Watermain \$200K

Upgrade Influent \$350K

There was **CONSENSUS** amongst the Mayor and Commissioners that the following would be added to the Capital Improvements Projects over the next several years:

- ✓ Sunrise Park Improvements
- ✓ Electric Charging Station / Landscaping
- ✓ Quiet Zone (Railroad tracks)



3. NEW HIRES

1.

New Hires

(Requested by Valerie Manning, City Clerk)

Mr. Forte mentioned that there are some positions that he thinks the Mayor and City Commissioners need to consider filling. Some of the positions are already budgeted. There are still open law enforcement positions, finance director and assistant director position, a grant writer position that has never been filled but there are other positions that he wants to consider everything from a purchasing agent to hiring someone who will do nothing but pick up trash. There's a lot of trash around the city and it's not just our city. They have a part-time person who works for Code Enforcement and he would like to convert that to a full-time position for a couple of reasons. One is, the volume of work that is coming in is getting greater and greater and the other is, there is really no backup person for Eleni in Building and Zoning. When he first came back and that department was across the street, they had two people. There is enough workload for another person in that department. The project manager, owner's rep; that would be a contract that the city would do (as we discussed earlier) and the other thing is, is hiring a lobbyist. South Daytona has a lobbyist and on average it runs them about \$30,000 a year and that lobbyist brings to South Daytona anywhere from the low of \$50,000 to a high of half a million dollars for projects. Mr. Forte stated he looked at it a couple of years ago and it just never seemed like the city had reasons to have a lobbyist but if we don't do it and try it and see what that lobbyist can bring in terms of State and Federal grant monies, we won't know. If we have a budget that we can match now, that would be even better that we can potentially get grants for railroad crossings or for the bridges or the seawalls or whatever, and get a lobbyist working on it.

There was some discussion amongst the Mayor and Commissioners at this time. ***(The full version of this workshop discussion is available online or a copy of this workshop is available on CD upon request at the City Clerk's Office).***

There was **CONSENSUS** from the Mayor and Commissioners to move forward with these positions now that Mr. Forte brought forward.

Mr. Forte also mentioned that the city doesn't have the inmates. Staff is trying to fill two (2) temporary full-time positions either until the inmates come back and if we find out for them to be never coming back then we will make them permanent full-time positions. The city is about to enter the growth season in another month or two and these guys are going to fall behind. We're asking a lot of them and there's only six (6) guys right now. Commissioner Penny asked how do we identify a temporary full-time person? Are they eligible for benefits?

Stella Gurnee, Finance Director, stated she talked to Diane (Human Resources Manager) about that and they would be eligible because they will be over the 20 plus hours a week for healthcare benefits and if they're here six (6) months or longer, you have to give them FRS (Florida Retirement System) benefits.

Commissioner Penny asked wouldn't it be better off in expanding our scope of services with our current landscape guys?

Mr. Forte stated, no. It's way too expensive. I even looked at potentially contracting that out and having somebody do just the right-of-ways but a lot of these smaller mom and pop types lawn companies, they don't want the risk of working on the side of the road so they don't want to do it. We have to basically take that on ourselves and I would prefer to pay them the benefits, get them here and hopefully, they will do a good job.

Commissioner Penny stated and when the city hires them let them know this is temporary, this could be a six month job or a two year job.

Mr. Forte stated he would say starting out it will be at least a year or two. I would say two years because even when the State gets back to issuing the inmates, they're going to start out at the County level and then they will go out from there. As a smaller city, we're not going to be one of their higher priorities.

There was CONSENSUS to higher two temporary full-time positions and Mr. Forte will bring these other positions back to a Commission meeting for their approval along with what the projects would be from the Capital Improvements discussion.

Mr. Forte mentioned that he had experience with a company called ZHA. They did work for Seminole County as a project manager rep, they're working in Osceola County and St. Cloud recently piggybacked off of their contract. The city could possibly piggyback that contract and if we did that, we can get them on board in four to six weeks and get some of these projects started. It will take some budget amending.

Mayor Via stated the only question he has is the long-term things.

Mr. Forte stated the Finance Director and Assistant Finance Director are in the budget. We have a grant writer position in the budget that we haven't funded but what I want to do is convert that into the Purchasing Agent.

Mayor Via stated, okay.

(The full version of this workshop discussion is available online or a copy of this workshop is available on CD upon request at the City Clerk's Office).

Commissioner Penny stated since they are talking about city-wide stuff, do they need to talk about the old middle school property at all? (1200 Center Street)

Mr. Forte stated it's a chance for you to talk about what you want to do with those parcels if that's what you're talking about. The options for Parcels 3 and 4 expired and he's had very little conversations with the developer on that.

Commissioner Penny stated we should put a For Sale on it and get some people's attention.

Mr. Forte stated if you put it up For Sale, they have the opportunity to purchase it if they like. It doesn't stop them from purchasing it.

Mayor Via stated so at this point, they just haven't responded?

Mr. Forte stated the last response he got was on January 4th asking for an extension until February. I said no and that I wanted him to explore my idea of taking it out of the Incentive package and letting him buy it separately and they've gone silent.

Mayor Via stated, okay.

Commissioner Currie stated I think we need to do something.

Mayor Via stated he knows what Vice-Mayor is saying but he wants to pump the brakes a little bit just because, personally, I just don't know what I want to see there. I guess, what their vision would be is having that as a business complex.

Commissioner Penny stated I think if we sold it and they can come and buy it and do whatever they want to with it. It's outside of our control. It's on the tax rolls. Hungry Howie's could buy it. I don't know. Amazon could buy it. Anyone could buy it. Do whatever they want to on that property as long as it's zoned appropriately.

Commissioner Johnson stated I wouldn't agree to doing whatever you want with it.

Commissioner Penny stated within the proper zoning.

Mr. Forte stated it's a PUD so it would have to be rezoned.

Commissioner Penny stated it's just sitting there and nothing is happening with it. There's no sense of urgency. The options have all expired. It's just sitting there as surplus property right now. That's how I look at it.

Commissioner Currie stated and the city did give them an extension.

Commissioner Penny stated as I understand it, there's no CO (Certificate of Occupancy) and when Mr. Forte and I met with them over six (6) months ago, they asked for a four (4) month extension because they would have their CO and we said, "why don't we give you six", and that time has passed. We just keep kicking the can down the road and it's an asset that the city has that's doing nothing. And I'm not saying, don't sell it to them, I'm saying put it up For Sale and maybe that will make them move a little faster.

Commissioner Currie agreed that the city needs to do something or we will keep watching them do nothing.

Commissioner Penny stated they're going to assume that the same rules apply; all those rules are going to expire. *"Oh, we want to reinstate that."* I don't know that I really want to reinstate anything. I want to move forward.

Commissioner Currie stated she would be for putting it up For Sale and see what it attracts. Whether it's them or somebody else.

Mr. Forte asked do we give them the first right to purchase outside of the Incentive Agreement?

Commissioner Danio stated only out of courtesy.

Mr. Forte stated but do we sell it for market value or the \$60,000?

Commissioner Currie stated that expired. The city gave them...

Mr. Forte stated that's over.

Commissioner Currie stated, yes. That was supposed to be in January 2022 and they didn't come through. If they want to buy it that they buy it at fair market value like anybody else would. I don't know that I agree with first...

Commissioner Johnson stated I don't think they should buy it one acre at a time.

Mr. Forte stated no, they would have to buy it in bulk. They have Parcels 3 and 4; they can buy either Parcel 3 or 4 or they can buy them together but I wouldn't reduce them down anything less than what it is.

Brian Walker, City Planner stated the entitlements are very specific so they would have to amend the PUD, which they are a party to so you would have to figure out how you're going to break that relationship because right now, to amend that PUD, their name is on it and the agreement is between them and the city and it includes that property. If the city is going to sell it, and you want the potential buyer to be able to have as many uses as possible and not be restricted to what Fountainhead wanted, you will have to amend the PUD but how we do that...

Mr. Forte stated it may have a lot of "uses" contained in there.

Mr. Walker stated they were all things that were complimentary to their main...childcare. I would say, you really only have maybe ten "uses" that are permitted on those parcels.

Commissioner Currie stated because of where it's located, do we want a lot more than that?

Mr. Walker stated they don't want to make it as broad as CC1 not by any means but you might want to give them more flexibility than just the things that...remember, those "uses" were picked, hand-picked by Fountainhead, where they may not be "uses" that a new buyer wants.

Mayor Via stated he wants to give it some more consideration. He's not ready to say, "I'm ready to sell tomorrow and put a sign in the yard" but the remaining of the Commissioner is For Sale.

Commissioner Currie stated I agree that the city needs to do something.

Commissioner Penny stated it would get my attention if I lived next door to a For Sale vacant lot.

Mr. Forte stated it's been eight years that I've been dealing with this project. I think it's time to move on.

Mayor Via asked what does Attorney Simpson think? Is there any liability of the city pulling this away and selling it?

Mr. Forte stated the options expired. The only question is, like Mr. Walker stated, if they're signature to the PUD, do they have to then be a signature to amending it. The signature to the PUD are only on parcels that they own.

Mr. Walker stated the PUD was over the entire property.

Mr. Forte stated, yes. That's a question that he would have to ask Attorney Simpson.

There was CONSENSUS for Mr. Forte to get with Attorney Simpson; and they agreed that something has to be done with the property.



4. ADJOURNMENT

The workshop adjourned at approximately 6:05 PM.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: February 22, 2022
FROM: Joseph Forte
SUBJECT: A Resolution of the City of Holly Hill, Florida, Establishing the Adopt-A-Road Liter Removal Program; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2022-R-13
APPLICANT:
PLANNER:

DISCUSSION:

The City has received requests for volunteer groups to Adopt-A-Road for the purpose of cleaning up litter and debris. The City is in support of such efforts to help clean the city streets and encourages groups to volunteer their time through a formal program.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve the Resolution, the Adopt-A-Road Program Guideline, the Adopt-A-Road Permit Application and the Non-Profit Volunteer Release and Waiver of Liability Form.

COMMISSION

GOAL:

Goal #2 Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

MOTION:

APPROVE THE RESOLUTION, THE ADOPT-A-ROAD PROGRAM GUIDELINE, THE ADOPT-A-ROAD PERMIT APPLICATION AND THE NON-PROFIT VOLUNTEER RELEASE AND WAIVER OF LIABILITY FORM.

ATTACHMENTS:

- Adopt a Road Permit Application (PDF)

Resolution 2022-13

Meeting of February 22, 2022

- Non-Profit Volunteer Release and Waiver of Liability (PDF)
- Adopt A Road Program Guidelines (DOCX)

Resolution No. 2022-13

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA,
ESTABLISHING THE ADOPT-A-ROAD LITER REMOVAL PROGRAM;
PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN
EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY OF HOLLY HILL,
FLORIDA, ESTABLISHING THE ADOPT-A-ROAD LITER
REMOVAL PROGRAM; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the City of Holly Hill wishes to promote cleanliness by decreasing litter throughout City streets; and

WHEREAS, the City encourages participants to consider adopting a road and keeping it clean.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, FLORIDA:**

SECTION 1. The City Commission hereby establishes an “Adopt-A-Road” Program.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all resolutions made in conflict with this Resolution are hereby repealed.

SECTION 4. That this Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 22th day of FEBRUARY, 2022.

CITY OF HOLLY HILL (City)
 RIGHT-OF-WAY UTILIZATION PERMIT
 ADOPT A ROAD PROGRAM

To enhance the environment and appearance of the City's roads:

 (Individual or Group Name)

hereinafter referred to as "Permittee" has requested permission to "Adopt A Road" known as:

 (Roadway)
 (Road Name)

Between _____ and _____
 (intersecting roads/landmarks) in Holly Hill.

The City hereby grants permission to Permittee to perform the work hereinafter described on the Roadway:

- 1) The work will be performed in compliance with the Adopt A Roadway Program Guidelines attached hereto. The Permittee is authorized only to pick up litter and trash on the designated Roadway pursuant to the rules contained herein. Permittee is not authorize to conduct any additional activities, including the installation of improvements.
- 2) Permittee shall perform all work in compliance with all applicable laws, rules and regulations related to highway utilization, safety and all other conditions as required by the City for the particular Roadway.
- 3) Permittee and all other individuals who volunteer to provide services pursuant to the Permit shall execute a Release and Indemnity Agreement releasing the City from any and all liability related to the activities conducted pursuant to this Permit.
- 4) This Permit is a license authorizing the Permittee and other volunteers the right to enter on the City's right of way solely for the purpose outlined herein. This Permit is revokable by the City at any time, with or without cause, solely in the discretion of the City.
- 5) Permittee acknowledges that the work authorized pursuant to the Permit is inherently risky as it involves performing work in close proximity to moving vehicles. Furthermore, the City makes no representations as to the condition and safety of the area the work will be performed. The Permittee shall inspect the work area and make sure all volunteers are aware of any conditions that could cause harm. If the Permittee determines that dangerous conditions exist, the Permittee shall have the right to cancel any work being performed and shall immediately notify the City
- 6) Permittee and all other individuals perform work under this Permit shall at all times be consider volunteers and not employees of the City. Permittee and all volunteers shall receive no compensation for services and shall receive no benefits such as worker's compensation benefits, health insurance, retirement or sick/vacation time.

Please print or type

Individual/Organization Name: _____ Clean Up Coordinator: _____

Address _____ City _____ ZIP _____

Contact Number: _____ Email: _____

Name on Sign _____

I, _____, having reviewed the above and being fully aware of the terms and conditions do hereby freely and voluntarily execute and agree to the above terms and conditions of this Permit.

Name of Individual/Organization: _____

If an organization the title of person executing: _____

Date: _____

Approved and Accepted by the City by: _____

Title: _____

Date: _____

VOLUNTEER RELEASE AND WAIVER OF LIABILITY

This VOLUNTEER RELEASE AND WAIVER OF LIABILITY (this "**Release**") is executed as of ____ day of _____, 20__ by _____ ("**I**" or "**me**") in favor of the City of Holly Hill, a Florida municipal corporation, organized and existing under the laws of the State of Florida, and its elected officials, officers, employees, volunteers, and agents (collectively, the "**City**").

I desire to volunteer for the City and engage in activities related to being its volunteer (the "**Activities**"). I understand that the Activities may include, but are not limited to, picking up litter along a roadway. I also understand that as a volunteer I will receive no compensation or remuneration for my services and will not be eligible for any employee benefits. I acknowledge that I am not an employee.

In exchange for being allowed to participate in the Activities as a volunteer and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I hereby freely, voluntarily, and without duress execute this Release and agree to the following terms:

1. Assumption of Risk. I am aware and understand that the Activities may be inherently dangerous and may expose me to a variety of foreseen and unforeseen hazards and risks. I acknowledge that I am voluntarily participating in the Activities and have considered those risks. I hereby expressly and specifically assume such risks, including any and all risk of injury, harm, or loss that I may incur as a result of my participation in the Activities.

2. Medical Treatment. I hereby give consent and authority to the City to obtain medical treatment on my behalf if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I hereby release, forever discharge, and hold harmless the City from any claim whatsoever in connection with such treatment or other medical services.

3. Release and Waiver. I hereby fully and forever release and discharge the City from, and expressly waive, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that may arise from my participation in the Activities. I agree not to make or bring any such claim or demand against the City, and fully and forever release and discharge the City from liability under such claims or demands.

I UNDERSTAND THAT THIS RELEASE DISCHARGES THE ORGANIZATION FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST THE CITY WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE CITY OR OTHERWISE.

4. Insurance. I UNDERSTAND THAT[, EXCEPT AS AGREED TO BY THE CITY IN WRITING,] THE CITY DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY

INSURANCE OF ANY NATURE IN THE EVENT OF MY INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF MY PROPERTY.

I also understand that workers' compensation insurance is not available to volunteers and that the C does not provide workers' compensation insurance for volunteers. I expressly waive any claim for compensation or liability on the part of the City in the event of any injury or medical expense.

5. Indemnification. I hereby agree to indemnify, defend, and hold harmless the City from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that it may incur or sustain as a result of my negligence, recklessness, or willful misconduct in connection with my participation in the Activities, arising out of any third-party claim.

6. Photographic Release. I understand and agree that during the Activities, I may be photographed and/or videotaped by the City for internal and/or promotional use. I hereby grant and convey to the City all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to the Organization's use of my name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.

7. Miscellaneous. I hereby agree that this Release represents the full understanding between the City and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Release is binding on and inures to the benefit of the City and me and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Release.

8. Governing Law. I hereby agree that this Release is intended to be as broad and inclusive as permitted, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Florida, without reference to any choice of law doctrine.

[SIGNATURE PAGE FOLLOWS]

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ORGANIZATION.

Signature of Volunteer: _____

Witnesses:

Name of Volunteer (please print): _____

Address: _____

Date: _____

[If the volunteer is under 18 years of age, a parent or legal guardian must also sign.

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent in all respects to the terms of this Release. I authorize the Organization to obtain medical treatment for such minor and release it from liability in accordance with Section 2 of this Release.

Signature of Parent or Legal Guardian: _____

Name of Parent or Legal Guardian (please print): _____

Address: _____

Date: _____]

[EMERGENCY CONTACT INFORMATION

In case of an emergency, contact:

Name: _____

Relationship: _____

Address: _____

Telephone Number: _____

Email: _____

Any allergies, medications, or other information needed in an emergency:

_____]

What volunteers must provide

- A completed Adopt a Road application and right of way utilization permit.
- A two-year commitment to pick up litter along the designated stretch of roadway.
- A commitment to pick up litter at least four times a year.
- A designated coordinator for clean-ups.
- Schedule the date and time of each pickup through the City's Adopt a Road Coordinator at 386-248-9463.
- Collect provided safety equipment and litter bags from the designated location.
- Return provided safety equipment once clean-up is complete.
- Place all trash collected at the base of their Adopt a Road sign.
- Notify the Public Works Department of the trash location.
- Return to the City the form which indicates the hours worked, the number of participants, and the number of bags of trash removed.

What the City provides to volunteers

- The City will erect a sign at each end of the adopted section with the group's name or acronym displayed in one color, as the group approved on the application form. No logos may be used. (**The City reserves the right to approve, disapprove and/or edit names or acronyms to go on the signs.)
- Safety vests, which must be returned when clean-up is completed.
- Portable safety orange road signs that announce volunteers are out. These also must be returned when clean-up is completed.
- Litter bags.
- Forms to report the hours worked, the number of participants, and the number of bags of trash removed.

Suggested needy roads list:

1. LPGA Boulevard
2. Riverside Drive (City Limits)
3. 3rd Street (between Ridgewood Avenue and Nova Road)
4. 6th Street (between Ridgewood Avenue and Nova Road)
5. 8th Street (between Ridgewood Avenue and Nova Road)
6. 10th Street (between Ridgewood Avenue and Nova Road)
7. Walker Street (between Ridgewood Avenue and Nova Road)
8. Flomich Street (between Ridgewood Avenue and Nova Road)
9. Calle Grande Street from Ridgewood Avenue to Riviera Estates Boulevard; Riviera Estates Boulevard to Timber Trail
10. Center Avenue (Southern City Limits to Flomich Street)
11. 15th Street (between Nova Road and Center Avenue)

Guidelines and Conditions

We appreciate your willingness to assist in keeping roads in the City clean. The City also stresses the importance of volunteers following safety practices. The purpose of this section of your permit is to familiarize you with the guidelines and conditions that you agree to when you join the Adopt a Road program.

I. Group responsibility

- Any local community organization, school group or business group, as well as individuals 18 years of age or older, will be allowed to adopt roadways maintained by the City. Participants must have an approved Adopt a Road agreement on file with the City's Adopt a Road Program Coordinator, and it must be kept current.
- Each group shall be responsible for appointing or selecting a clean-up coordinator to serve as spokesperson for the group. This person's name shall be provided to the Adopt a Road Program Coordinator and kept current.
- Adopt a Road groups are prohibited from subcontracting or assigning its duties and responsibilities to any other group, organization or enterprise.
- The group's clean-up coordinator shall advise the City in the event that the group no longer wishes to participate in the program.
- Each group shall be required to adopt a minimum length of roadway of 1 mile. Litter pickup will be done on each side of the roadway including up to 10' of the paved roadway. Participants should not enter private property during the cleanup. The City shall advise the Permittee the width of the right-of-way adjacent to the paved roadway.
- Each group shall be required to adopt a section of road for a minimum of two years. Adoption of these road sections may be renewed by completing a new application.
- Each group shall be required to pick up litter a minimum of four times a year and report results to the Adopt a Road Program Coordinator. Groups may clean up more than four times if necessary. Several groups may adopt the same section if it is deemed beneficial by the Adopt a Road Program Coordinator due to large amounts of litter. A reminder will be sent out if no cleanups are reported within six months. If no cleanups are reported within 9 months, the road signs will be removed so that another group may adopt this section of roadway.
- Each group will be provided with safety vests and collection supplies loaned from the City's Adopt a Road Program Coordinator. In order to assist operations, groups are asked to contact the City to order these items at least seven days prior to the scheduled clean-up event.
- Each group will be responsible for returning all safety vests and unused supplies furnished by the City to the Adopt a Road Program Coordinator within 10 days following each cleanup, during regular business hours (8 a.m. to 5 p.m. Monday through Friday), unless other arrangements have been pre-approved.
- Each group shall be responsible for placing the bagged litter at the Adopt a Road signs and notifying the Adopt a Road Program Coordinator of their location. The City's Public Works Department pick up the trash on their next workday.

- Each group agrees to separate recyclable materials and place them in the recycling receptacle at home for curbside collection or deliver them to a recycling drop-off site. Heavily soiled bottles and cans should be placed in with the trash for pickup. Do not recycle broken glass. Either leave the glass or carefully place broken glass in the trash bag for disposal by the City.

II. City responsibility

- The City shall, in no event, have the right to control when the group performs the details of picking up litter from the section of roadway adopted by the group. In picking up litter, the group shall act as an independent contractor. The City requires that cleanups be conducted during daylight hours.
- The City's Adopt a Road Program Coordinator will be responsible for working with the group to determine the specific section of roadway right-of-way to be adopted.
- The City will erect a sign at each end of the adopted section with the group's name or acronym displayed in one color, as the group approved on the application form. No logos may be used.
- The City will provide safety vests, trash bags and safety signs for cleanups.
- The City agrees to remove filled trash bags on the first workday after the clean-up event.

III. Safety rules

- The participants of each group agree to obey and abide by all laws and regulations relating to safety and such other terms and conditions as may be required by the City's Adopt a Road Program Coordinator.
- The group agrees to furnish one adult for every seven participants of a group who are fifteen years of age or younger. No child under ten years of age should be participating in the collection of material on the roadway.
- Each group agrees to ensure that the "Caution: Litter Clean-Up" signs are set out at each end of the road clean-up section. The group also agrees to place the filled trash bags at the nearest Adopt a Road identity sign for collection by the City.
- Each individual participant of the group shall be responsible for wearing approved safety vests provided by the City during the pickup. Participants shall provide their own gloves and any cleanup devices as they determine are needed.
- Each group shall be responsible for prohibiting participants from either possessing or consuming alcoholic beverages or illicit drugs while on the adopted section and performing tasks associated with the cleanup.
- Each group shall be responsible for providing a proper first aid kit and adequate drinking water for volunteers who are participating in the litter pickup.
- Waste that may pose a hazard to volunteers (i.e. syringes, chemicals, etc.) should not be picked up; it will be the responsibility of the group clean-up coordinator to contact the City for the pickup and disposal of these items. You may leave a message for Steven Juengst, Public Works Administration Manager by calling 386-248-9463. Be sure to carefully describe where these items can be found and leave your name and phone number.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

5.2

MEETING DATE: February 22, 2022
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Selecting C&S Chemicals as the Lowest, Responsible Bidder, Waiving Irregularities in Bid as Non-Substantial Irregularities, and Authorizing the City Manager to Enter into a Contract with C&S Chemicals for the Purchase of Alum with a Total Amount Not to Exceed \$45,000 for Fiscal Year 2022 with Future Purchases Contingent Upon the Annual Approved Budget Appropriation Amount for Alum in that Year; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2022-R-14
APPLICANT:
PLANNER:

DISCUSSION:

The City has issued an RFP 22-WW-01 to purchase Aluminum Sulfate (ALUM) chemical for the use in the wastewater treatment plant. The city has received 4 responses to the request:

1. ChemTrade Chemicals US LLC @ \$405/dry ton
2. Affinity Chemical LLC @ \$415/dry ton
3. Thatcher Chemicals of Florida Inc. @ 371/dry ton
4. C&S Chemicals @ 363/ dry ton

The evaluation committee met and is recommending the award to C&S Chemicals as the lowest most responsive bidder C&S Chemicals.

It was noted that the low bidder did not submitted the following bid documents: Title page, table of contents, and label. On page 2 and 16 of the bid document and in City's purchasing Policy Resolution 2018-R-30, policy paragraph 2.33 the City reserves the right to waive any non-substantial irregularities in any proposal submission. As outlined in the Purchasing Policy, staff considered whether recommending a waiver of these documents, as non-substantial irregularities, would deprive the City of the assurance that the contract could be entered into and performed. Also the staff considered whether the deficit gave any bidder an unfair advantage or otherwise undermined "the necessary common standard of competition". City staff recommends that a waiver of the title page, table of contents, and label as non-substantial irregularities be granted. Further staff recommends that this waiver would not give any bidder an unfair advantage and

that the contract could be entered into and performed without these documents.

C&S chemicals also did not submit any acceptance of conditions. The bid document indicates on page 17 that If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

The evaluation also noted that Chemtrade has pending outstanding litigation. Additional information regarding this litigation can be found on page 15 of Chemtrade's bid submission.

The term of the contract will be for five (5) one (1) year renewal based on the proposed price that will be submitted in December of the next 5 years, and if the price is acceptable to the city, a renewal will be issued to the supplier authorizing the upcoming year of supplies.

FISCAL ANALYSIS:

This project is funded in the Wastewater Operating Supplies Acct# 400-3020-535-5201 and not to exceed \$45,000 for fiscal year 2022. Future purchases under this contract are contingent upon budget appropriations for the future fiscal years.

STAFF RECOMMENDATION:

Approve the award the contract to the low most responsive bidder C&S Chemicals and waive the failure to submit Title page, table of contents, and label as non-substantial irregularities. Approve and authorize the City Manager to enter into a contract with C&S Chemicals for RFP 22-WW-01.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE RESOLUTION, SELECTING C&S CHEMICALS AS THE LOWEST, RESPONSIBLE BIDDER, WAIVING IRREGULARITIES IN BID AS NON-SUBSTANTIAL IRREGULARITIES, AND AUTHORIZING THE CITY MANAGER TO

ENTER INTO A CONTRACT WITH C&S CHEMICALS FOR THE PURCHASE OF ALUM WITH A TOTAL AMOUNT NOT TO EXCEED \$45,000 FOR FISCAL YEAR 2022 WITH FUTURE PURCHASES CONTINGENT UPON THE ANNUAL APPROVED BUDGET APPROPRIATION AMOUNT FOR ALUM IN THAT YEAR.

ATTACHMENTS:

- Bid - Affinity Chemical LLC (PDF)
- Bid - C and S Chemicals (PDF)
- Bid - Thatcher Chemical of Florida Inc (PDF)
- Bid - Chemtrade Chemicals US LLC (PDF)
- 2021 12 30 - Liquid Aluminum Sulfate (ALUM) RFP Final (PDF)
- 2022 01 07 - Addendum #1 (PDF)
- 2022 01 11 - 22-WW-01 NJ Proof of Publication (PDF)
- 22-WW-01 Addendum #2 (PDF)
- 2022 02 01 - Bid Opening (PDF)
- 2022 02 01 - RFP 22-WW-01 - Bid submittal checklist (XLSX)
- 2022 02 08 - RFP 22-WW-01 Selection Committee Ranking (PDF)

Resolution No. 2022-14

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, SELECTING C&S CHEMICALS AS THE LOWEST, RESPONSIBLE BIDDER, WAIVING IRREGULARITIES IN BID AS NON-SUBSTANTIAL IRREGULARITIES, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH C&S CHEMICALS FOR THE PURCHASE OF ALUM WITH A TOTAL AMOUNT NOT TO EXCEED \$45,000 FOR FISCAL YEAR 2022 WITH FUTURE PURCHASES CONTINGENT UPON THE ANNUAL APPROVED BUDGET APPROPRIATION AMOUNT FOR ALUM IN THAT YEAR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, SELECTING C&S CHEMICALS AS THE LOWEST, RESPONSIBLE BIDDER, WAIVING IRREGULARITIES IN BID AS NON-SUBSTANTIAL IRREGULARITIES, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH C&S CHEMICALS FOR THE PURCHASE OF ALUM WITH A TOTAL AMOUNT NOT TO EXCEED \$45,000 FOR FISCAL YEAR 2022 WITH FUTURE PURCHASES CONTINGENT UPON THE ANNUAL APPROVED BUDGET APPROPRIATION AMOUNT FOR ALUM IN THAT YEAR PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City requested a bid to supply ALUM to the waste water plant and opened bids on February 1, 2022; and

WHEREAS, C&S Chemicals was the low most responsive bidder, at \$363 /dry ton; and

WHEREAS, City staff recommends award the contract to C&S Chemicals.

WHEREAS, City staff recommends waiving the failure to submit Title page, table of contents, and label as non-substantial irregularities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby

select C&S Chemicals as the lowest, responsible bidder; waives the failure to submit Title page, table of contents and label as non-substantial irregularities; and award the contract.

SECTION 2. That the City Manager of the City of Holly Hill is hereby authorized to execute the agreement with C&S Chemicals to supply ALUM to the Waste Water Plant pursuant to the terms of the bid.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 22nd day of FEBRUARY, 2022.

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Proposal.

Proposer should check off each of the following items as the necessary action is completed:

- ☒ The standard contract/ agreement has been signed and included.
- ☒ All applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Qualification Form is included.
- ☒ Any addenda have been signed and included.
- ☒ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

- ☒ The mailing envelope **must be sealed and marked** with Proposal Number "RFP # 22-WW-01, Proposal Title "Liquid Aluminum Sulfate (ALUM)" and Due Date "February 1, 2022 @ 10:00 am".
- ☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Affinity Chemical, LLC
Company

Matthew Reichl
Authorized Signature

Matthew Reichl - Senior Analyst
Printed Name & Title

mreichl@affinitychemical.com
Email Fax No.

P.O. Box 601298
Address

Dallas, TX 75360
City, State, Zip Code

(973) 580-8952
Telephone No.

(973) 440-1070

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Affinity Chemical, LLC
Company

P.O. Box 601298
Address

Matthew Reichl
Authorized Signature

Dallas, TX 75360
City, State, Zip Code

Matthew Reichl - Senior Analyst
Printed Name & Title

(973) 580-8952
Telephone No.

mreichl@affinitychemical.com
Email

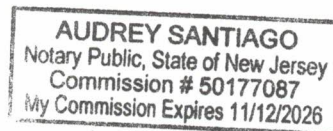
(973) 440-1070
Fax No.

State of New Jersey
City of Hedge wood

SUBSCRIBED AND SWORN to before me this 12th day of January, 2022, by Matthew Reichl, who is personally known to me to be the Senior Analyst for the Firm, OR who produced the following identification: _____

Notary Public

Audrey Santiago



My Commission Expires: 11/12/2026

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
100%	Supply Athens, TX with Liquid Alum	\$ 15,870.40
25%	Supply Springdale, AR with Liquid Alum	\$ 414.00 per ton
25%	Supply Rock Island, IL with Liquid Alum	\$ \$629,600.00/\$393.50 per ton

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

City of Nixa, MO

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$_____ Total Fees for work done on all City projects

REFERENCES:

Bank(s) Maintaining Account(s): _____

Pegasus Bank
_____Surety/Underwriter: (if required) _____
_____Other References: (Use additional sheets if necessary)

_____**TYPE OF FIRM:**

- ☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
- ☒ Partnership/Years in Business: _____ 11
- ☐ Sole Proprietorship/Years in Business: _____
- ☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Affinity Chemical, LLC

Company

Matthew Reichl

Authorized Signature

P.O. Box 601298

Address

Dallas, TX 75360

City, State, Zip Code

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP NO. 22-WW-01 "Liquid Aluminum Sulfate (ALUM)"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP # 22-WW-01**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 27 day of January, 2022 in the City of Ledgewood, in the State of New Jersey.

Affinity Chemical, LLC

Company

Matthew Reichl

Authorized Signature

P.O. Box 601298

Address

Dallas, TX 75360

City, State, Zip Code

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

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

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

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

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

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☐ YES
☒ NO

Affinity Chemical, LLC

Company

Matthew Reichl

Authorized Signature

Matthew Reichl - Senior Analyst

Printed Name & Title

mreichl@affinitychemical.com

Email

P.O. Box 601298

Address

Dallas, TX 75360

City, State, Zip Code

(973) 580-8952

Telephone No.

(973) 440-1070

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of New Jersey

County of Morris

Matthew Reichl, being first duly sworn, deposes and says that:

He/she is Senior Analyst of Affinity Chemical LLC Proposer that has submitted the attached Qualification;

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

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

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

Affinity Chemical, LLC
Company

P.O. Box 601298
Address

Matthew Reichl
Authorized Signature

Dallas, TX 75360
City, State, Zip Code

Matthew Reichl - Senior Analyst
Printed Name & Title

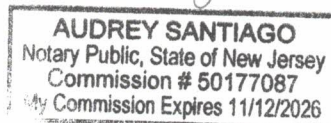
(973) 580-8952
Telephone No.

mreichl@affinitychemical.com
Email

(973) 440-1070
Fax No.

Subscribed and sworn to before me this 12th day of January, 2025.

Audrey Santiago
Notary Public
Title



My Commission Expires: 11/12/2026

ACKNOWLEDGEMENTS
RFP # 22-WW-01 Liquid Aluminum Sulfate (ALUM)

To: City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

From :

The Supplier agrees to provide Liquid Aluminum Sulfate (ALUM) to the Waste Water Treatment Plant as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Supplier has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the Liquid Aluminum Sulfate (ALUM) called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals shall be for 5 years renewed every year after the cost per ton quote is received, evaluated and accepted from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Supplier each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Supplier and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Supplier, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Supplier shall guarantee Liquid Aluminum Sulfate (ALUM) TWO (2) calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 27 day of January, 2022
(Month) (Year)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: Matthew Reichl / Matthew Reichl
(Print name)

Address: P.O. Box 601298 Dallas, TX 75360

Telephone: ((973) 580-8952 Fax: ((973) 440-1070

Taxpayer Identification Number (TIN): 27-4986522

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

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

Valerie Manning, City Clerk

386-248-9441

vmanning@hollyhillfl.org

1065 Ridgewood Ave

Holly Hill, FL 32117

A provision that requires the Supplier to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Supplier does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Supplier or keep and maintain public records required by the public agency to perform the service. If the Supplier transfers all public records to the public agency upon completion of the contract, the Supplier shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Supplier keeps and maintains public records upon completion of the contract, the Supplier shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: Affinity Chemical, LLC

Authorized representative (printed): Matthew Reichl

Authorized representative (signature): Matthew Reichl

Project Number: 22-WW-01

Date: 1/27/22

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: City of Nixa, MO
 Address: 1111 Kathryn St. Nixa, MO 65714
 Point of Contact: Stephanie Ewing
 Phone #: (417) 449-0555 Email address: sewing@nixa.com
 Service(s) Provided: Supplier of Liquid Aluminum Sulfate
 Dates of Service: 1-24-22 - 1-31-23
2. Name of Company: City of Athens, TX
 Address: 508 East Tyler St. Athens, TX 75751
 Point of Contact: Sarah Smith
 Phone #: (903) 677-6614 Email address: ssmith@athenstx.gov
 Service(s) Provided: Supplier of Liquid Aluminum Sulfate
 Dates of Service: 3/9/21 - 10/24/21
3. Name of Company: City of Springdale, AR
 Address: 526 Oak Ave. Springdale, AR 72764
 Point of Contact: Kelly Baker
 Phone #: (479) 756-3657 Email address: kbaker@springdalewater.com
 Service(s) Provided: Supplier of Liquid Aluminum Sulfate
 Dates of Service: 12/15/21 - 12/31/22
4. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____
 Dates of Service: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by Matthew Reichl Senior Analyst
(Print Individual's Name and Title)

for Affinity Chemical LLC
(Print Name of Entity Submitting Sworn Statement)

whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is 27-4986522

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

with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

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

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

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

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

Matthew Reichel
(Signature)

Sworn and subscribed before me this 12th day of January, 2022

Personally known _____

Audrey Santoro
(Notary)

AUDREY SANT
Notary Public, State of NJ
Commission # 50
My Commission Expires

OR produced identification _____

Notary Public State of New Jersey

NJ DL R25545296605915
(Type of Identification) Exp 05/24

My commission expires: 11/12/2026

Vendor is:
() Corporation
(☒) Partnership
() Sole Proprietorship
() Other _____ (Explain)

Federal Employer Identification Number: 27-4986522

Firm Name: Affinity Chemical, LLC

Mailing Address: P.O. Box 601298 Dallas, TX 75360

Telephone No. (973) 580-8952 Fax No.: (973) 440-1070

Email Address: mreichl@affinitychemical.com Web Address: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

PROPOSAL PRICING FORM
RFP 22-WW-01
Liquid Aluminum Sulfate (ALUM)

RFP Date: January 4th, 2022

TO: The City of Holly Hill, Florida

FROM: Affinity Chemical, LLC

Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-Supplier work, all taxes, all insurance, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Fee Proposal**.

Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the **Proposal Form** must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

In accordance with the RFP to provide the completed work for the delivery of **Liquid Aluminum Sulfate (ALUM) to the Waste Water Treatment Plant** for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the **Liquid Aluminum Sulfate (ALUM)** is follows:

To be furnished in accordance with the following general specifications and shall conform to standards prescribed by the standard B403-## MOST RECENT STANDARDS.

Bidders shall provide an affidavit of compliance with the requirements of **B403-03 OR MOST RECENT STANDARDS**, product specifications or certificate of analysis, and a Material Safety Data Sheet with the bid form.

The liquid Aluminum Sulfate (Alum) shall have a minimum 48 percent Alum or 8 percent Al_2O_3 and water-insoluble matter shall not to exceed 0.2 percent

Each shipment will be accompanied by a chemical analysis to show that it conforms to specifications.

The liquid Aluminum Sulfate (Alum) shall be delivered into two (2) 3,250 gallon storage tank located at City of Holly Hill Waste Water Treatment Plant, located at 453 LPGA Boulevard, Holly Hill, Florida. Delivery truck will need a minimum of 15' of 3" hose with 3" quick connect. City of Holly Hill's quick connect will be 3" male fitting.

All deliveries shall be F.O.B. City of Holly Hill Waste Water Treatment Plant, located at 453 LPGA Boulevard, Holly Hill, Florida. Delivery will be accepted between 7:00 a.m. to 3:00 p.m. -- Monday through Friday as needed and shall be made within forty eight (48) hours upon notification of need.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF HOLLY HILL RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Total Cost Per Ton Delivered: \$415.00 per dry ton

The City reserves the sole prerogative whether or not to order / contract for any and all work listed in this proposal, and when the work is to be done, all in the best interests of the City. The respondent agrees that this proposal shall be good and may not be withdrawn for a period of 180 days after the opening of pro

Matthew Reichl

Authorized Signature

Matthew Reichl - Senior Analyst

Printed Name & Title

Affinity Chemical, LLC

Company

1/27/22

Date

P.O. Box 601298

Address

Dallas, TX 75360

City, State, Zip Code

(973) 580-8952

Telephone No.

mreichl@affinitychemical.com

Email Address.

Attachment: Bid - Affinity Chemical LLC (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Affinity Chemical, LLC		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. P O Box 601298	Requester's name and address (optional)	
6 City, state, and ZIP code Dallas, TX 75360		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
2	7		-	4	9	8	6	5
								2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



ADDENDUM NUMBER 1
RFP 22-WW-01
LIQUID ALUMINUM SULFATE (ALUM)
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-WW-01** for the above request for **LIQUID ALUMINUM SULFATE (ALUM)** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

- Q1 Do you have a start date for the contract so we know the initial performance period? Can you confirm the we need to only fix the price for 1 year?
- A1. The price is fixed for the first year. The initial period will run from February 15, 2022 to February 15, 2023. After the first year the City will evaluate pricing which is due no later than December 1 of each year.
- Q2 What are you currently paying per ton?
- A2. \$234.25 per dry ton.
- Q3 Who is the current supplier?
- A3. C&S Chemicals 4180 Providence Rd., Marietta, GA 30062
- Q4 Can I get the most recent bid tabulation?
- A4. There is no recent bid tabulation. Current.

Signature acknowledges receipt and understanding of this addendum.

Matthew Reichl

Name/Title
1/27/22

Date



ADDENDUM NUMBER 2
RFP 22-WW-01
LIQUID ALUMINUM SULFATE (ALUM)
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-WW-01** for the above request for **LIQUID ALUMINUM SULFATE (ALUM)** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

- Q1 What is your average shipment size?
- A1. 24 wet tons every delivery.
- Q2 Is the volume listed 190 tons on pg 6 per dry or liquid ton?
- A2. Dry tons.
- Q3 On pg 10 tab II, documents, please clarify further on the requirements for professional cert/licenses and affiliations and/or memberships.
- A3. If there are any certifications, licenses, affiliation, or memberships required for the manufacturing, testing, or shipment of the product, the bidder will be required to procure them. This applies to EPA, DOT, FLDEP, or any other organizations.
- Q4 Please clarify on pg 24 your definition of "major work" and "current projects". Also on pg 24, please provide clarification on "total fee". We are not sure how that applies to supply chemicals.
- A4. Provide a list of current facilities you supply.
- Q5 Could you please provide the previous bid tabulations for the Aluminum Sulfate?
- A5. Attached Peace River bid opening.
- Q6 Could you provide an estimated delivery Qty? I see that there are (2) 3,250 gal tanks so does that mean it could be between 3,000 – 5,000 gal deliveries?
- A6. The City orders 24 wet tons every delivery and confirms that it can receive 24 wet tons at the specified concentration.

Signature acknowledges receipt and understanding of this addendum.

Matthew Reichl - Senior Analyst

Name/Title
1/27/22

Date

Attachment: Bid - Affinity Chemical LLC (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)



PRODUCT DATA SHEET
(LOW IRON LIQUID ALUMINUM SULFATE)

Physical Properties

Dry Alum in Solution	48-49%
Al ₂ O ₃	8.0-8.4%
Free Al ₂ O ₃	+/- 0.025%
Total Iron as Fe ₂ O ₃	< 50 ppm
Insoluble Matter	< 0.02 %
S.G.	1.325 +/- .003
pH	1.9 - 2.3

www.affinitychemical.com

email: info@affinitychemical.com



Aluminum Sulfate Solution SAFETY DATA SHEET

Section 1 – Product and Company Identification

Material Name: Aluminum Sulfate Solution

Manufacturer Information:
Affinity Chemical, LLC
PO Box 601298
Dallas, TX 75360
972-908-8053 (M-F, 8:00 AM - 5:00 PM Eastern Time)

24 Hour Emergency Telephone:
Chemtrec: 1-800-424-9300

Other Name(s): Alum

Product Usage:
Water treatment coagulant/flocculant, pH control, phosphate control, paper sizing aid, pitch control

Section 2 – Hazard(s) Identification

Classification:	Skin Irritant 2, Eye Irritant 2A, Corrosive 1
Signal Word:	Warning
Hazard Statements:	May cause skin irritation; Causes serious eye irritation; May be corrosive to metals
Pictogram:	Corrosion
Precautionary Statements:	
Prevention:	Wash hands, along with any other body parts that may have been exposed, thoroughly after handling. Wear protective gear to prevent contact with skin (Rubber gloves, apron, slicker suit). Wear eye protection/face protection (clear goggles and face shield). Keep only in original container.
Response:	If on skin: Wash with plenty of water. If skin irritation occurs: Get medical advice/attention. Refer to first-aid measures (section 4) for any specific treatment. Take off contaminated clothing and wash it before reuse. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists, get medical attention. Absorb spillage to prevent material damage.
Storage:	Store in compatible containers such as polypropylene, polyethylene, PVC, or 316 SS.
Other Hazards:	Ingestion or inhalation not recommended and could present hazards not otherwise classified.

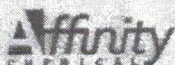
Section 3 – Composition/Information on Ingredients

Common Name(s): Alum
Chemical family: inorganic, salt

Hazardous Components	CAS#	Weight %
Aluminum Sulfate tetradecahydrate	16828-12-9	48.5

Section 4 – First-Aid Measures

Skin/Eye Contact:	For skin, immediately remove contaminated clothes under safety shower. Flush skin with running water for at least 15 minutes. Remove clothes before reuse. For eyes, flush carefully in eye wash for several minutes; remove contact lenses if present and easy to do; cautiously flush person's eyes with running water for at least 15 minutes. Seek Medical attention if irritation persists.
Ingestion:	Rinse mouth. Immediately dilute swallowed material by orally administering large amounts of water or milk. DO NOT INDUCE VOMITTING. NEVER administer liquids orally to an unconscious person. Call physician or poison control center if person feels unwell or more than a few drops are ingested.
Inhalation:	Seek medical assistance if irritation is noted, person is having difficulty breathing, or the possibility exists of fluid in the lungs. Remove victim from the contaminated atmosphere. If breathing stopped, give artificial respiration. Weak breathing may be supplemented with a bag mask or manually operated air supply that delivers at least 1 liter/second.



Aluminum Sulfate Solution SAFETY DATA SHEET

Section 5 - Fire-Fighting Measures

Suitable Extinguishing Media:	Not combustible. Use extinguishing agents appropriate for surrounding fire.
Special Fire Fighting:	Move container from fire area if it can be done without risk. Avoid inhalation of material or combustion byproducts by wearing a self contained breathing apparatus. Dike area to prevent runoff and contamination of water source. Stay upwind and keep out of low areas.
Unusual Fire/Explosion:	Under fire conditions at temperatures greater than 630°C or 1202°F, decomposes to give off sulfur trioxide, an oxidizing agent which will support combustion. Sulfur trioxide will react in form sulfuric acid.

Section 6 - Accidental Release Measures

Spill or Leak:	Wear PPE appropriate for handling the material. No smoking or eating in spill areas. Absorb small spills with sand or vermiculite. Place contaminated material in appropriate container for disposal. If spilled on ground, the affected area should be recovered to a depth of 1 to 2 inches and placed in an appropriate container for disposal. Large spills should be handled according to a predetermined plan. Do not flush material to public sewer systems or any waterways. Wear appropriate protective clothing and equipment during cleanup activities. Ensure adequate decontamination of tools and equipment following cleanup. Adequate ventilation is required when neutralizing spills / leaks.
-----------------------	---

Section 7 - Handling and Storage

Smoking and/or eating is not recommended in storage areas. Stainless steel or fiberglass tanks are recommended. Keep product away from heat sources and direct sunlight. Do not reuse storage containers unless properly reconditioned. Handle appropriately from chemicals where low pH could create a hazardous byproduct; for example a combination with hypochlorite could lead to the evolution of chlorine gas.

Section 8 - Exposure Controls/Personal Protection

Component	CAS#	OSHA PEL	ACGIH TLV
Aluminum Sulfate tetradecahydrate	16878-12-9	2.0 mg/m ³ (as Al)	3.0 mg/m ³ (as Al)

If airborne exposures exceed 1.0 mg/m³, a negative pressure air-purifying respirator is recommended. Cartridges must be NIOSH / MSHA approved against dusts and mists having TWA than 0.05 mg/m³.
 Eye wash and safety shower should be available near storage and usage points.
 Exposed skin and eyes should be protected and contact with skin and clothing avoided. Minimal PPE would be closed goggles and/or face shield and gloves (rubber, neoprene, PVC) with work clothing covering other exposed skin.
 Handling material may be hot; personnel performing unload operations should have additional PPE such as a raincoat/slicker suit, goggles, with faceshield, and appropriate footwear and gloves.

Section 9 - Physical and Chemical Properties

Appearance	Clear, water white to amber	Upper/lower flammability or explosive limits	N/A
Odor	N/A	Vapor pressure	Similar to water
Odor threshold	N/A	Vapor density	Similar to water
pH	3.5 (1% soln)	Relative density (15.6°C)	1.315-1.345
Melting point/freezing point	-15°C	Solubility	high in water
Initial boiling point	100°C	Partition coef n-octanol/water	N/A
Flash point	N/A	Auto-ignition temp	N/A
Evaporation rate	N/A	Decomposition Temp	650°C
Flammability	N/A	Viscosity	5-25 cP



Aluminum Sulfate Solution SAFETY DATA SHEET

Section 10- Stability and Reactivity

Reactivity:	Stable at normal temperatures and pressures
Chemical stability:	Stable; water component can evaporate
Possibility of hazardous reactions:	May produce hazardous decomposition products if mixed with pH sensitive materials (e.g. chlorine gas when mixed with sodium hypochlorite)
Conditions to avoid:	Temperatures at or near to crystallization, -15°C or 4°F. At temperatures greater than 650°C or 1202°F, it decomposes to form aluminum oxide and sulfur trioxide
Incompatible materials:	Corrosive to carbon steel
Hazardous decomposition products:	This may include aluminum oxide and sulfur oxides

Section 11- Toxicological Information

Acute Toxicity Estimates:	The acute oral LD50 is greater than 5,000 mg/kg.
Chronic Toxicity Estimates:	The acute oral LD50 is greater than 5,000 mg/kg.
Symptoms of Overexposure:	May cause skin and eye irritation; if inhaled, may cause headaches, nausea, and respiratory irritation.
Carcinogenicity:	Not listed as a carcinogen by NTP, IARC, or OSHA
Other Possible Health Hazards:	The common recognized injury from Aluminum Sulfate is local tissue irritation. The irritating action is often from hydrolysis to form sulfuric acid and may occur from ingestion, skin or eye contact, or inhalation of dusts and mists. Remove victim from contaminated area. SKIN / EYES: May cause corneal burns or severe irritation in eyes. Punctures or tears may cause irritation or burns to skin. INGESTION: Oral and gastrointestinal irritation. Local tissue damage. Nausea, vomiting, diarrhea, and gastrointestinal bleeding may follow. Can be fatal if swallowed in sufficient quantities. INHALATION: Irritation of the respiratory system. Long term exposure may cause bronchial irritation, coughing, and bronchial pneumonia. Medical conditions generally aggravated are acute and chronic respiratory diseases. Ingestion, skin or eye contact, or inhalation of dusts and mists.
Routes of Entry:	

Section 12- Ecological Information

(For CAS 10043-91-8)	96h Mesquitefish: 255 mg/L (ECOTOX Database Ref 505, result 2063538)
Toxicity LC50:	
Persistence and Degradability:	Can be eliminated from water by precipitation or flocculation

Section 13- Disposal Considerations

Disposal:	Contact site environmental personnel and/or state and federal agencies for disposal procedures that are in accordance with environmental regulations.
------------------	---

Section 14- Transport Information

U.S. DOT
PROPER SHIPPING NAME: Environmentally hazardous substance liquid, N.O.S. (Contains Aluminum Sulfate)

HAZARD CLASS	UN ID NUMBER	PACKING GROUP	RQ (DOT)
9	UN3082	PG III	10,300



Aluminum Sulfate Solution
SAFETY DATA SHEET

Section 15 - Regulatory Information					
SARA Title III Information:		Not listed			
SECTION 302 EXTREMELY HAZARDOUS SUBSTANCES:		Not listed			
SECTION 313 TOXIC CHEMICAL:		Not listed			
RCRA HAZARD WASTE:		Not listed			
311/312 HEALTH & PHYSICAL HAZARDS:	Immediate	Delayed	Fire	Pressure	Reactivity
	YES	NO	NO	NO	NO
NFPA RATING	Health	Fire	Reactivity		
	1	0	1		
MAXIMUM USE LEVEL (water treatment):		150 mg/l			
Section 16- Other Information					
Date of preparation: 6/1/15 Version SDS 1.0					
Disclaimer of Warranty: The information provided in the Safety Data Sheet has been obtained from sources believed to be reliable. Affinity Chemical LLC provides no warranty, either expressed or implied and assumes no responsibility for the accuracy or completeness of the data contained herein. This information is offered for your information, consideration, and investigation. You should satisfy yourself that you have all correct data relevant to your particular use. Affinity Chemical LLC, hereby disclaims any liability for damages, injury, loss, or death resulting from the use of this product, which are generally recognized as being approved by regulatory agencies in this product.					



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of Friday, January 30, 2015 at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=C0075967&Standard=060&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Affinity Chemical LLC

3016 Southwestern Boulevard
P.O. Box 601298
Dallas, TX 75360-1298
United States
972-880-1493
[Visit this company's website](http://www.affinitychemical.com)
<http://www.affinitychemical.com>

Facility: # 1 USA

Aluminum Sulfate [AL]

Trade Designation

AC2401

AC2403

AC2405

AC2407

AC2409

Acid Alum

Alum

Alum C[1] [CP]

Aluminum Sulfate C[1] [CP]

Aluminum Sulfate Solution

Product Function

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Max Use

100mg/L

100mg/L

100mg/L

100mg/L

100mg/L

153mg/L

150mg/L

150mg/L

150mg/L

150mg/L

[1] This product contains copper and may increase the amount of copper present in the finished drinking water. Following use of this product, the finished drinking water should be monitored to ensure that levels of copper do not exceed regulatory

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=C0075967&Standard=...> 1/30/2015

requirements.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

Polymer Blends [AL]

Trade Designation	Product Function	Max Use
AC13[PV]	Coagulation & Flocculation	100mg/L
AC17	Coagulation & Flocculation	125mg/L
AC23[PV]	Coagulation & Flocculation	100mg/L
AC27	Coagulation & Flocculation	125mg/L
AC33[PV]	Coagulation & Flocculation	100mg/L
AC37	Coagulation & Flocculation	125mg/L
AC43[PV]	Coagulation & Flocculation	100mg/L
AC47	Coagulation & Flocculation	125mg/L
AC57[CP]	Coagulation & Flocculation	125mg/L
AC77[CP]	Coagulation & Flocculation	125mg/L
AC87[CP]	Coagulation & Flocculation	125mg/L
AC97[CP]	Coagulation & Flocculation	125mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

[PV] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility: # 2 USA

Aluminum Sulfate [AL]

Trade Designation	Product Function	Max Use
AC2401	Coagulation & Flocculation	100mg/L
AC2403	Coagulation & Flocculation	100mg/L
AC2405	Coagulation & Flocculation	100mg/L
AC2407	Coagulation & Flocculation	100mg/L
AC2409	Coagulation & Flocculation	100mg/L
Acid Alum	Coagulation & Flocculation	153mg/L
Alum	Coagulation & Flocculation	150mg/L
Alum C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	150mg/L

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=C0075967&Standard=...> 1/30/2015

- [1] This product contains copper and may increase the amount of copper present in the finished drinking water. Following use of this product, the finished drinking water should be monitored to ensure that levels of copper do not exceed regulatory requirements.
- [AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.
- [CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

Polymer Blends[AL]

Trade Designation	Product Function	Max Use
AC18[PV]	Coagulation & Flocculation	100mg/L
AC17	Coagulation & Flocculation	125mg/L
AC23[PV]	Coagulation & Flocculation	100mg/L
AC27	Coagulation & Flocculation	125mg/L
AC33[PV]	Coagulation & Flocculation	100mg/L
AC37	Coagulation & Flocculation	125mg/L
AC43[PV]	Coagulation & Flocculation	100mg/L
AC47	Coagulation & Flocculation	125mg/L
AC67[CP]	Coagulation & Flocculation	125mg/L
AC77[CP]	Coagulation & Flocculation	125mg/L
AC87[CP]	Coagulation & Flocculation	125mg/L
AC97[CP]	Coagulation & Flocculation	125mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

[PV] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility: # 3 USA**Aluminum Sulfate [AL]**

Trade Designation	Product Function	Max Use
AC2401	Coagulation & Flocculation	100mg/L
AC2403	Coagulation & Flocculation	100mg/L
AC2405	Coagulation & Flocculation	100mg/L
AC2407	Coagulation & Flocculation	100mg/L
AC2409	Coagulation & Flocculation	100mg/L
Acid Alum	Coagulation & Flocculation	153mg/L
Alum	Coagulation & Flocculation	150mg/L
Alum C[1] [CP]	Coagulation & Flocculation	150mg/L

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=C0075967&Standard=...> 1/30/2015

Aluminum Sulfate C[1] [CP]
Aluminum Sulfate Solution

Coagulation & Flocculation
Coagulation & Flocculation

150mg/L
150mg/L

[1] This product contains copper and may increase the amount of copper present in the finished drinking water. Following use of this product, the finished drinking water should be monitored to ensure that levels of copper do not exceed regulatory requirements.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

Polymer Blends[AL]

Trade Designation	Product Function	Max Use
AC13[PY]	Coagulation & Flocculation	100mg/L
AC17	Coagulation & Flocculation	125mg/L
AC23[PY]	Coagulation & Flocculation	100mg/L
AC27	Coagulation & Flocculation	125mg/L
AC33[PY]	Coagulation & Flocculation	100mg/L
AC37	Coagulation & Flocculation	125mg/L
AC43[PY]	Coagulation & Flocculation	100mg/L
AC47	Coagulation & Flocculation	125mg/L
AC67[CP]	Coagulation & Flocculation	125mg/L
AC77[CP]	Coagulation & Flocculation	125mg/L
AC97[CP]	Coagulation & Flocculation	125mg/L
AC97[CP]	Coagulation & Flocculation	125mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

[PY] Polyamines: Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility: # 4 USA

Aluminum Sulfate [AL]

Trade Designation	Product Function	Max Use
AC2401	Coagulation & Flocculation	100mg/L
AC2403	Coagulation & Flocculation	100mg/L
AC2405	Coagulation & Flocculation	100mg/L
AC2407	Coagulation & Flocculation	100mg/L

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=C0075967&Standard=...> 1/30/2015

AC2409	Coagulation & Flocculation	100mg/L
Acid Alum	Coagulation & Flocculation	400mg/L
Alum	Coagulation & Flocculation	150mg/L
Alum C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	150mg/L

[1] This product contains copper and may increase the amount of copper present in the finished drinking water. Following use of this product, the finished drinking water should be monitored to ensure that levels of copper do not exceed regulatory requirements.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

Polymer Blends[AL]	Product Function	Max Use
Trade Designation		
AC13[PV]	Coagulation & Flocculation	100mg/L
AC17	Coagulation & Flocculation	125mg/L
AC29[PV]	Coagulation & Flocculation	100mg/L
AC27	Coagulation & Flocculation	125mg/L
AC33[PV]	Coagulation & Flocculation	100mg/L
AC37	Coagulation & Flocculation	125mg/L
AC43[PV]	Coagulation & Flocculation	100mg/L
AC47	Coagulation & Flocculation	125mg/L
AC67[CP]	Coagulation & Flocculation	125mg/L
AC77[CP]	Coagulation & Flocculation	125mg/L
AC87[CP]	Coagulation & Flocculation	125mg/L
AC97[CP]	Coagulation & Flocculation	125mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

[PV] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Number of matching Manufacturers is 1

Number of matching Products is 88

Processing time was 0 seconds

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=C0075967&Standard=...> 1/30/2015



AWWA B403-03 Compliance Certificate

This will serve as certification that the product listed below, which is manufactured by AFFINITY CHEMICAL LLC is in compliance with AWWA B403-03.

LIQUID ALUMINUM SULFATE

This Statement is good through December 31, 2022. If you have any questions, please contact info@affinitychemical.com.

Lance Johnson

Lance Johnson

VP Affinity Chemical

www.affinitychemical.com

email: info@affinitychemical.com

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Proposal.

Proposer should check off each of the following items as the necessary action is completed:

- ☒ The standard contract/ agreement has been signed and included.
- ☒ All applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Qualification Form is included.
- ☒ Any addenda have been signed and included.
- ☒ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

- ☒ The mailing envelope **must be sealed and marked** with Proposal Number "RFP # 22-WW-01, Proposal Title "Liquid Aluminum Sulfate (ALUM)" and Due Date "February 1, 2022 @ 10:00 am".
- ☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

C&S Chemicals
Company


Authorized Signature

Mike Chandler - VP
Printed Name & Title

sales@randchemicals.com
Email Fax No.

4100 Providence Rd Ste 310
Address

Marietta GA 30062
City, State, Zip Code

770 977 2669
Telephone No.

770 373 4597

Attachment: Bid - C and S Chemicals (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)



ADDENDUM NUMBER 1
RFP 22-WW-01
LIQUID ALUMINUM SULFATE (ALUM)
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-WW-01** for the above request for **LIQUID ALUMINUM SULFATE (ALUM)** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

- Q1 Do you have a start date for the contract so we know the initial performance period? Can you confirm the we need to only fix the price for 1 year?
- A1. The price is fixed for the first year. The initial period will run from February 15, 2022 to February 15, 2023. After the first year the City will evaluate pricing which is due no later than December 1 of each year.
- Q2 What are you currently paying per ton?
- A2. \$234.25 per dry ton.
- Q3 Who is the current supplier?
- A3. C&S Chemicals 4180 Providence Rd., Marietta, GA 30062
- Q4 Can I get the most recent bid tabulation?
- A4. There is no recent bid tabulation. Current.

 Signature acknowledges receipt and understanding of this addendum.

Name/Title
 1/10/21
 Date

Attachment: Bid - C and S Chemicals (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)



ADDENDUM NUMBER 2
RFP 22-WW-01
LIQUID ALUMINUM SULFATE (ALUM)
CITY OF HOLLY HILL

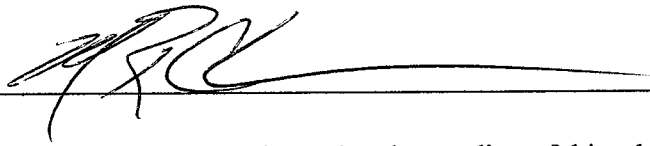
To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-WW-01** for the above request for **LIQUID ALUMINUM SULFATE (ALUM)** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

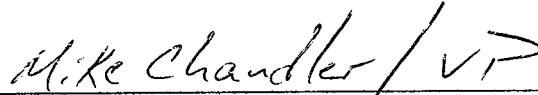
QUESTIONS AND ANSWERS

- Q1 What is your average shipment size?
- A1. 24 wet tons every delivery.
- Q2 Is the volume listed 190 tons on pg 6 per dry or liquid ton?
- A2. Dry tons.
- Q3 On pg 10 tab II, documents, please clarify further on the requirements for professional cert/licenses and affiliations and/or memberships.
- A3. If there are any certifications, licenses, affiliation, or memberships required for the manufacturing, testing, or shipment of the product, the bidder will be required to procure them. This applies to EPA, DOT, FLDEP, or any other organizations.
- Q4 Please clarify on pg 24 your definition of "major work" and "current projects". Also on pg 24, please provide clarification on "total fee". We are not sure how that applies to supply chemicals.
- A4. Provide a list of current facilities you supply.
- Q5 Could you please provide the previous bid tabulations for the Aluminum Sulfate?
- A5. Attached Peace River bid opening.
- Q6 Could you provide an estimated delivery Qty? I see that there are (2) 3,250 gal tanks so does that mean it could be between 3,000 – 5,000 gal deliveries?
- A6. The City orders 24 wet tons every delivery and confirms that it can receive 24 wet tons at the specified concentration.

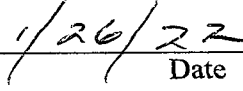
Attachment: Bid - C and S Chemicals (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)



Signature acknowledges receipt and understanding of this addendum.



Name/Title



Date

SUPPLIER SERVICES AGREEMENT
Delivery of Liquid Aluminum Sulfate
(ALUM)
Request for Proposal (RFP) 22-WW-01

THIS AGREEMENT is made and entered into this 22nd day of June, 2022, by and between C&S Chemicals, duly authorized to conduct business in the State of Florida and whose address is 4180 Providence Rd Marietta GA 30062 hereinafter, called "SUPPLIER" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #22-WW-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from SUPPLIER, constitute the entire Agreement between CITY and SUPPLIER. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for 5 years renewed every year after the cost per ton quote is received, evaluated and accepted from the date of award per the terms and conditions of the RFP.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the SUPPLIER a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the SUPPLIER will invoice the City monthly based upon the SUPPLIER's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
 Valerie Manning, City Clerk
 City of Holly Hill
 1065 Ridgewood Ave.
 Holly Hill, FL 32117
 (386)248-9441

For Supplier:
Mike Chandler, VP (Name, Title)
C&S Chemicals (Company)
4180 Providence Rd Ste 310 (Address)
Marietta GA 30062 (City, State, Zip)
770 977 2669 (Phone)

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed

22-WW-01 Liquid Aluminum Sulfate (ALUM)

pg. 21

reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND SUPPLIER HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

WITNESSES:

Attachments: A. RFP # 22-WW-01
B. Firm Response to RFP

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

FIRMS

By: _____

_____, _____

Dated: _____

Approved by the City Commission of the City of
Holly Hill at a meeting held on this _____
day of _____, 2022 under
Agenda Item No. _____.

Attachment: Bid - C and S Chemicals (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

C&S Chemicals
Company

4180 Providence Rd Ste 310
Address

[Signature]
Authorized Signature

Marietta GA 30062
City, State, Zip Code

Mike Chandler - VP
Printed Name & Title

770 977 2669
Telephone No.

mikechandler@candchemicals.com
Email

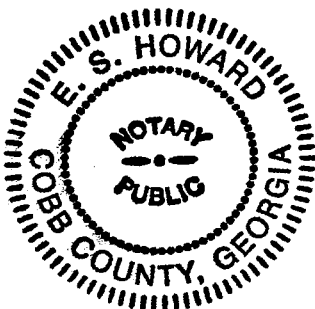
770 323 4597
Fax No.

State of Georgia
City of Marietta

SUBSCRIBED AND SWORN to before me this 24th day of January, 2022, by
Mike Chandler, who is personally known to me to be the
VP for the Firm, OR who produced the following
identification: _____

[Signature]
Notary Public

My Commission Expires: 8/11/2024



PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
	Currently Supply this Product	\$ 234.25/ton
		\$
		\$

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

N/A

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ _____ Total Fees for work done on all City projects

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☒ Corporation/Years in Business: 41. If firm is a corporation, please list state in which it is incorporated: Delaware. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

C&S Chemicals
Company

[Signature]
Authorized Signature

4180 Providence Rd Ste 310
Address

Marietta GA 30062
City, State, Zip Code

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP NO. 22-WW-01 "Liquid Aluminum Sulfate (ALUM)"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP # 22-WW-01**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 24th day of January, 2022 in the City of Marietta, in the State of Georgia.

C&S Chemicals
Company

Authorized Signature

4180 Providence Rd Ste 310
Address
Marietta GA 30062
City, State, Zip Code

Attachment: Bid - C and S Chemicals (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | | |
|--|---|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. |
| ☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Supplier/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Supplier/Vendor/Consultant or anyone employed or utilized by the Supplier/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
| This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill. | |
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Supplier shall ensure that all sub-suppliers comply with the same insurance requirements that he is required to meet. The same Supplier shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Holly Hill must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

Attachment: Bid - C and S Chemicals (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

INSURANCE REQUIREMENTS

(Continued)

- ☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **RFP Number 22-WW-01 and Liquid Aluminum Sulfate (ALUM)**

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

C&S Chemicals
Company

4180 Providence Rd Ste 310
Address

[Signature]
Authorized Signature

Marietta GA 30062
City, State, Zip Code

Mike Chandler - VP
Printed Name & Title

770 977 2669
Telephone No.

mike.chandler@candchemicals.com
Email

770 373 4597
Fax No.

Insurance Agency

Signature of Proposer's Agent

Attachment: Bid - C and S Chemicals (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☒ **YES**
☐ **NO**

C&S Chemicals
 Company

[Signature]
 Authorized Signature

Mike Chandler - VP
 Printed Name & Title

mikechandler@cschemicals.com
 Email

4180 Providence Rd Ste 310
 Address

Marietta GA 30062
 City, State, Zip Code

770 977 2669
 Telephone No.

770 373 4597
 Fax No.

Attachment: Bid - C and S Chemicals (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Georgia

County of Cobb

Mike Chandler, being first duly sworn, deposes and says that:

He/she is Vice President of C&S Chemicals, Proposer that has submitted the attached Qualification;

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

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

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

C&S Chemicals
Company

[Signature]
Authorized Signature

Mike Chandler - VP
Printed Name & Title

mikechandler@candschemicals.com
Email

21180 Providence Rd Ste 310
Address

Marietta GA 30062
City, State, Zip Code

770 977 2669
Telephone No.

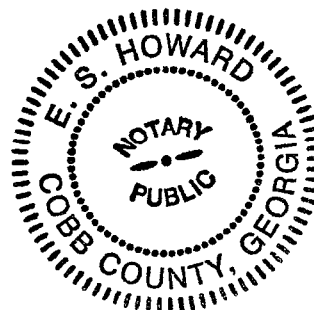
770 373 4597
Fax No.

Subscribed and sworn to before me this 24th day of Jan, 2022.

[Signature]

Title

My Commission Expires: 8/11/2024



ACKNOWLEDGEMENTS
RFP # 22-WW-01 Liquid Aluminum Sulfate (ALUM)

To: City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

From :

The Supplier agrees to provide Liquid Aluminum Sulfate (ALUM) to the Waste Water Treatment Plant as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Supplier has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the Liquid Aluminum Sulfate (ALUM) called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals shall be for 5 years renewed every year after the cost per ton quote is received, evaluated and accepted from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Supplier each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Supplier and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Supplier, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Supplier shall guarantee Liquid Aluminum Sulfate (ALUM) TWO (2) calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 24th day of January, 2022
(Month) (Year)

Attachment: Bid - C and S Chemicals (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By:  Mike Chandler
(Signature) (Print name)

Address: 4180 Providence Road Ste 310
Marietta GA 30062

Telephone: (770) 917 2419 Fax: (770) 373 4597

Taxpayer Identification Number (TIN/EIN): 58 138 0323

State Under Which Corporation Was Chartered:
Delaware

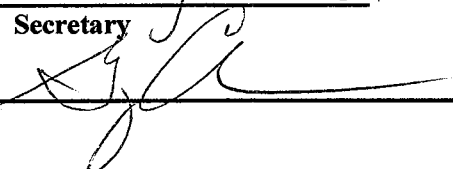
Corporate President: Bob Chandler
(Print Name)

Corporate Secretary: Greg Chandler
(Print Name)

Corporate Treasurer: Mike Chandler
(Print Name)

CORPORATE SEAL

Attest By: Greg Chandler
Secretary

Signature:  Date: 1/24/22

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

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

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

A provision that requires the Supplier to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Supplier does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Supplier or keep and maintain public records required by the public agency to perform the service. If the Supplier transfers all public records to the public agency upon completion of the contract, the Supplier shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Supplier keeps and maintains public records upon completion of the contract, the Supplier shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: C&S Chemicals

Authorized representative (printed): Mike Chandler

Authorized representative (signature): [Signature]

Project Number: 22-WW-01 Date: 1/24/22

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Peace River Water Authority
 Address: 8998 Sw County Rd 769 Arcadia FL 34269
 Point of Contact: Richard Anderson
 Phone #: 863 993 4565 Email address: randerson@regiondwater.org
 Service(s) Provided: provide aluminum sulfate
 Dates of Service: 2002 - ongoing
2. Name of Company: City of Punta Gorda
 Address: 38100 Washington Loop Road Punta Gorda FL 33982
 Point of Contact: Chelsey Rodgers
 Phone #: 941 575 3376 Email address: croddgers@pgorda.us
 Service(s) Provided: Supply aluminum sulfate
 Dates of Service: 1998 - ongoing
3. Name of Company: DeKalb County GA
 Address: 1300 Commerce Drive Decatur GA 30030
 Point of Contact: Angel Frazier
 Phone #: 404 371 0814 Email address: afrazier@dekalbcountyga.gov
 Service(s) Provided: supply aluminum sulfate
 Dates of Service: 1990 - ongoing
4. Name of Company: Gwinnett County GA
 Address: 75 Langley Drive Lawrenceville GA 30045
 Point of Contact: Shelly McWhorter
 Phone #: 770 822 8720 Email address: shelly.mewhorter@gwinnettcour.gov
 Service(s) Provided: supply aluminum sulfate
 Dates of Service: 2013 - ongoing

Attachment: Bid - C and S Chemicals (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by Mike Chandler VP
(Print Individual's Name and Title)

for C&S Chemicals
(Print Name of Entity Submitting Sworn Statement)

whose business is chemical manufacturer

and (if applicable) its Federal Employer Identification Number (FEIN) is 58 138 0323

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

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


(Signature)

E Howard
(Notary)

My commission expires: 8/11/2024

VENDOR INFORMATION

Vendor is:

- (☒) Corporation
 () Partnership
 () Sole Proprietorship
 () Other _____ (Explain)

Federal Employer Identification Number: 58 138 0323Firm Name: C&S ChemicalsMailing Address: 4180 Providence Rd ste 310
Marietta GA 30062Telephone No. 770 977 2669 Fax No.: 770 373 4597Email Address: sales@candschemicals.com Web Address: www.candschemicals.com

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

Attachment: Bid - C and S Chemicals (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

PROPOSAL PRICING FORM
RFP 22-WW-01
Liquid Aluminum Sulfate (ALUM)

RFP Date: January 4th, 2022

TO: The City of Holly Hill, Florida

FROM: C&S Chemicals

Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-Supplier work, all taxes, all insurance, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Fee Proposal**.

Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the **Proposal Form** must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

In accordance with the RFP to provide the completed work for the delivery of Liquid Aluminum Sulfate (ALUM) to the Waste Water Treatment Plant for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the Liquid Aluminum Sulfate (ALUM) is follows:

To be furnished in accordance with the following general specifications and shall conform to standards prescribed by the standard B403-## MOST RECENT STANDARDS.

Bidders shall provide an affidavit of compliance with the requirements of **B403-03 OR MOST RECENT STANDARDS**, product specifications or certificate of analysis, and a Material Safety Data Sheet with the bid form.

The liquid Aluminum Sulfate (Alum) shall have a minimum 48 percent Alum or 8 percent Al_2O_3 and water-insoluble matter shall not to exceed 0.2 percent

Each shipment will be accompanied by a chemical analysis to show that it conforms to specifications.

The liquid Aluminum Sulfate (Alum) shall be delivered into two (2) 3,250 gallon storage tank located at City of Holly Hill Waste Water Treatment Plant, located at 453 LPGA Boulevard, Holly Hill, Florida. Delivery truck will need a minimum of 15' of 3" hose with 3" quick connect. City of Holly Hill's quick connect will be 3" male fitting.

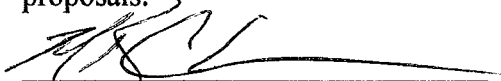
All deliveries shall be F.O.B. City of Holly Hill Waste Water Treatment Plant, located at 453 LPGA Boulevard, Holly Hill, Florida. Delivery will be accepted between 7:00 a.m. to 3:00 p.m. -- Monday through Friday as needed and shall be made within forty eight (48) hours upon notification of need.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF HOLLY HILL RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Attachment: Bid - C and S Chemicals (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

Total Cost Per Ton Delivered: \$ 363.⁰⁰ / Dry Ton

The City reserves the sole prerogative whether or not to order / contract for any and all work listed in this proposal, and when the work is to be done, all in the best interests of the City. The respondent agrees that this proposal shall be good and may not be withdrawn for a period of 180 days after the opening of proposals.


Authorized Signature

Mike Chandler - VP
Printed Name & Title

C&S Chemicals
Company

1/24/22
Date

4180 Providence Rd Ste 310
Address

Marietta GA 30062
City, State, Zip Code

770 977 2669
Telephone No.

sales@candschemicals.com
Email Address.

Attachment: Bid - C and S Chemicals (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

W-9 Form (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <u>C&S Chemicals</u>	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) <u>4180 Providence Rd Ste 310</u>	Requester's name and address (optional)
	City, state, and ZIP code <u>Marietta GA 30062</u>	
List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN)		

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number <u>501380323</u>

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <u>E. Howard</u>	Date ▶ <u>1/10/2022</u>
-----------	---	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

COBB COUNTY OCCUPATION TAX CERTIFICATE

P.O. BOX 649 MARIETTA, GEORGIA 30061-0649
(770) 528-8410

BUSINESS LOCATION

4180 PROVIDENCE RD, SUITE 310

DATE ISSUED

01-01-2022

D/B/A C & S CHEMICALS

C & S CHEMICALS INC

4180 PROVIDENCE RD, SUITE# 310

MARIETTA, GA 30062



CERTIFICATE NUMBER

OCC012646

FOR YEAR

2022

CERTIFICATE EXPIRES

12-31-2022

TYPE GENERAL



CERTIFICATE MUST BE DISPLAYED
THIS CERTIFICATE IS NOT VALID IF OWNERSHIP OR BUSINESS LOCATION CHANGES
PROFESSIONALS & ATTORNEYS AT LAW ARE NOT REQUIRED TO DISPLAY

BUSINESS DESCRIPTION

CLASSIFICATION CODE

CLASSIFICATION NAME

AMOUNT

874101

BUSINESS MANAGEMENT OFFICE

6409.00

PAYMENT DATE 12-13-2021

4332	6,409.00	4312	0.00	4314	0.00	4316	0.00	4318	0.00	SUB TOTAL	\$	6,409.00
4545	0.00									PENALTY	\$	0.00
										INTEREST	\$	0.00
										TOTAL	\$	6,409.00

CD - Bus License Certificate, OCC012646, 2022, C & S CHEMICALS

BUSINESS LICENSE DIVISION MANAGER

AUTHORIZED INITIALS

IMPORTANT NOTICE

1. Interest as provided by law will be imposed for failure to renew certificate prior to expiration date.
2. Please document to Cobb County Business License Office when business goes out of business.
3. Please provide written notification of any change in address or ownership change. A fee of \$10 will be charged to reprint certificate.
4. Please contact the business license office if you have not received a renewal notice two weeks prior to expiration of certificate.
5. Interest can not be waived despite failure to receive renewal notice. Contact the business license office for fee information.

PLACE ON DISPLAY

310509

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Proposal.

Proposer should check off each of the following items as the necessary action is completed:

- ☒ The standard contract/ agreement has been signed and included.
- ☒ All applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Qualification Form is included.
- ☒ Any addenda have been signed and included.
- ☒ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

- ☒ The mailing envelope **must** be **sealed** and **marked** with Proposal Number "**RFP # 22-WW-01**", Proposal Title "**Liquid Aluminum Sulfate (ALUM)**" and Due Date "**February 1, 2022 @ 10:00 am**".
- ☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE REP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Thatcher Chemical of Florida, Inc.

Company



Authorized Signature

Craig N. Thatcher, C.E.O.

Printed Name & Title

wendy.richmond@tchem.com;
mike.jackson@tchem.com

Email ~~Fax No.~~

P. O. Box 27407

Address

Salt Lake City, UT 84127-0407

City, State, Zip Code

(386) 490-1638

Telephone No.

(386) 490-1641

Fax No.

SUPPLIER SERVICES AGREEMENT
Delivery of Liquid Aluminum Sulfate
(ALUM)
Request for Proposal (RFP) 22-WW-01

THIS AGREEMENT is made and entered into this _____ day of _____, by and between **THATCHER CHEMICAL OF FLORIDA, INC.**, duly authorized to conduct business in the State of Florida and whose address is 245 Hazen Road, Deland, FL 32720-3967, hereinafter, called "SUPPLIER" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (**RFP #22-WW-01**), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from SUPPLIER, constitute the entire Agreement between CITY and SUPPLIER. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement **shall be for 5 years renewed every year after the cost per ton quote is received, evaluated and accepted** from the date of award per the terms and conditions of the RFP.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the SUPPLIER a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the SUPPLIER will invoice the City monthly based upon the SUPPLIER's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Valerie Manning, City Clerk
 City of Holly Hill
 1065 Ridgewood Ave.
 Holly Hill, FL 32117
 (386)248-9441

For Supplier:

Craig N. Thatcher, C.E.O. (Name, Title)
 Thatcher Chemical of Florida, Inc. (Company)
 P. O. Box 27407 (Address)
 Salt Lake City, UT 84127-0407 (City, State, Zip)
 (386) 490-1638 (Phone)

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed

22-WW-01 Liquid Aluminum Sulfate (ALUM)

pg. 21

reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND SUPPLIER HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

WITNESSES:

[Signature]

FIRMS - THATCHER CHEMICAL OF FLORIDA, INC.

By: *[Signature]*

Craig N. Thatcher, C.E.O.

[Signature]

Dated: January 25, 2022

Attachments: A. RFP # **22-WW-01**
B. **Firm** Response to RFP

Approved by the City Commission of the City of
Holly Hill at a meeting held on this _____
day of _____, 2022 under
Agenda Item No. _____.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Thatcher Chemical of Florida, Inc.
Company

Craig N. Thatcher
Authorized Signature

Craig N. Thatcher, C.E.O.

Printed Name & Title
wendy.richmond@tchem.com;
mike.jackson@tchem.com

Email

P. O. Box 27407

Address

Salt Lake City, UT 84127-0407

City, State, Zip Code

(386) 490-1638

Telephone No.

(386) 490-1641

Fax No.

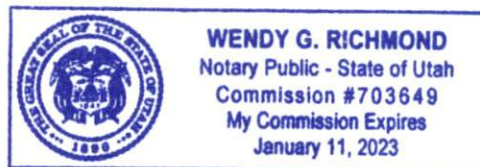
State of Utah)

City of Salt Lake)

SUBSCRIBED AND SWORN to before me this 25th day of January, 20 22, by
Craig N. Thatcher, who is personally known to me to be the
C.E.O. for the Firm, OR who produced the following
identification: Personally known

Wendy G. Richmond
Wendy G. Richmond

Notary Public



My Commission Expires: January 11, 2023

Attachment: Bid - Thatcher Chemical of Florida Inc (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
50%	Tampa Bay Water- Sodium Bisulfite	\$ 193,000
75%	City of Clearwater- Aluminum Sulfate	\$ 395,000
20%	Clay County Utilities- Ferric Sulfate	\$ 272,000

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

Pinellas County, FL - Liquid Aluminum Sulfate

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ 0.00 Total Fees for work done on all City projects

REFERENCES:Bank(s) Maintaining Account(s): Wells Fargo Bank Northwest N.A.Surety/Underwriter: (if required) Arthur J. Gallagher Risk Management Services, Inc.

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☒ Corporation/Years in Business: 15. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

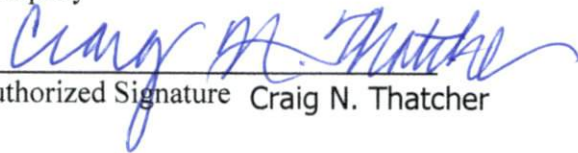
☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Thatcher Chemical of Florida, Inc.

Company



Authorized Signature Craig N. Thatcher

P. O. Box 27407

Address

Salt Lake City, UT 84127-0407

City, State, Zip Code

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP NO. 22-WW-01 "Liquid Aluminum Sulfate (ALUM)"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP # 22-WW-01**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 25th day of January, 2022 in the City of Salt Lake City, in the State of Utah.

Thatcher Chemical of Florida, Inc.

Company


Authorized Signature Craig N. Thatcher

P. O. Box 27407

Address

Salt Lake City, UT 84127-0407

City, State, Zip Code

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | | |
|---|---|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. |
| ☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per occurrence |

- ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Supplier/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Supplier/Vendor/Consultant or anyone employed or utilized by the Supplier/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

- | | |
|--|--|
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
- ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.
- ☒ 7. Supplier shall ensure that all sub-suppliers comply with the same insurance requirements that he is required to meet. The same Supplier shall provide City with certificates of insurance meeting the required insurance provisions.
- ☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS

(Continued)

- ☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the **RFP** Number **22-WW-01** and **Liquid Aluminum Sulfate (ALUM)**

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

Thatcher Chemical of Florida, Inc.

Company


Authorized Signature

Craig N. Thatcher, C.E.O.

Printed Name & Title

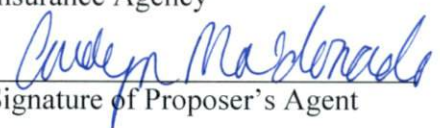
wendy.richmond@tchem.com;

mike.jackson@tchem.com

Email

Arthur J. Gallagher Risk Management
Services, Inc.

Insurance Agency


Signature of Proposer's Agent

P. O. Box 27407

Address

Salt Lake City, UT 84127-0407

City, State, Zip Code

(386) 490-1638

Telephone No.

(386) 490-1641

Fax No.

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☒ YES
☐ NO

Thatcher Chemical of Florida, Inc.
 Company


 Authorized Signature

Craig N. Thatcher, C.E.O.

Printed Name & Title
wendy.richmond@tchem.com;
mike.jackson@tchem.com
 Email

P. O. Box 27407

Address

Salt Lake City, UT 84127-0407

City, State, Zip Code

(386) 490-1638

Telephone No.

(386) 490-1641

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Utah

County of Salt Lake

Craig N. Thatcher, being first duly sworn, deposes and says that:
Thatcher Chemical of

He/she is C.E.O. of Florida, Inc., Proposer that has submitted the attached Qualification;

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

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

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

Thatcher Chemical of Florida, Inc.
 Company

Craig N. Thatcher
 Authorized Signature

Craig N. Thatcher, C.E.O.

Printed Name & Title
wendy.richmond@tchem.com;
mike.jackson@tchem.com

Email

P. O. Box 27407

Address

Salt Lake City, UT 84127-0407

City, State, Zip Code

(386) 490-1638

Telephone No.

(386) 490-1641

Fax No.

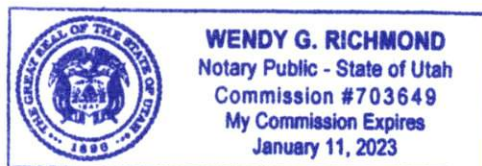
Subscribed and sworn to before me this 25th day of Jan., 2022.

Wendy G. Richmond

Wendy G. Richmond
 Notary Public

Title

My Commission Expires: January 11, 2023



RFP # 22-WW-01 Liquid Aluminum Sulfate (ALUM)

From : Thatcher Chemical of Florida, Inc.

Supplier shall guarantee **Liquid Aluminum Sulfate (ALUM)** TWO (2) calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 25th day of January, 2022
(Month) (Year)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By: Craig N. Thatcher / Craig N. Thatcher
(Signature) (Print name)

Address: P. O. Box 27407
Salt Lake City, UT 84127-0407

Telephone: (386) 490-1638 Fax: (386) 490-1641

Taxpayer Identification Number (TIN/EIN): 26-1375349

State Under Which Corporation Was Chartered:
Florida

Corporate President: Craig N. Thatcher
(Print Name)

Corporate Secretary: Diane T. Barlow
(Print Name)

Corporate Treasurer: Diane T. Barlow
(Print Name)

CORPORATE SEAL

Attest By: Diane T. Barlow
Secretary Diane T. Barlow

Signature: Craig N. Thatcher Date: January 25, 2022

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

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

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

A provision that requires the Supplier to comply with public records laws, specifically to:

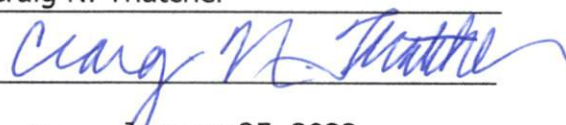
1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Supplier does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Supplier or keep and maintain public records required by the public agency to perform the service. If the Supplier transfers all public records to the public agency upon completion of the contract, the Supplier shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Supplier keeps and maintains public records upon completion of the contract, the Supplier shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: Thatcher Chemical of Florida, Inc.

Authorized representative (printed): Craig N. Thatcher

Authorized representative (signature):



Project Number: 22-WW-01

Date: January 25, 2022

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: City of Winter Haven
 Address: 3190 Motor Pool Road, Winter Haven, FL 33880
 Point of Contact: Terry Carver, Superintendent
 Phone #: (863) 291-5763 Email address: tcarver@mywinterhaven.com
 Service(s) Provided: Liquid Aluminum Sulfate 48%, Sodium Bisulfite 40%

 Dates of Service: Liq. Alum: 4-2018 to 4-2019; SBS: \$135,000/10-2018 to Current

2. Name of Company: City of Clearwater
 Address: 1650 North Arcturas Avenue, Clearwater, FL 33765
 Point of Contact: Jason Jennings, Asst. Director
 Phone #: (727) 562-4960 ext. 7221 Email address: jason.jennings@myclearwater.com
 Service(s) Provided: Sodium Bisulfite, Liquid Aluminum Sulfate

 Dates of Service: SBS: 2-2019 to Current; Liq. Alum: 12-2019 to Current

3. Name of Company: City of Edgewater
 Address: 500 West Ocean Avenue, Edgewater, FL 32132
 Point of Contact: Eric Bosse, Chief Operator
 Phone #: (386) 424-2400 ext. 4043 Email address: ebosse@cityofedgewater.org
 Service(s) Provided: Liquid Aluminum Sulfate

 Dates of Service: 10-2019 to Current

4. Name of Company: City of Largo
 Address: 5100 150th Avenue, Clearwater, FL 33760
 Point of Contact: David Winkler, Lead Operator
 Phone #: (727) 424-7432 Email address: dwinkler@largo.com
 Service(s) Provided: Sodium Bisulfite

 Dates of Service: 8-2017 to 7-2021

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by Craig N. Thatcher, C.E.O.

(Print Individual's Name and Title)

for Thatcher Chemical of Florida, Inc.

(Print Name of Entity Submitting Sworn Statement)

whose business is 245 Hazen Road, Deland, FL 32720-3967

and (if applicable) its Federal Employer Identification Number (FEIN) is 26-1375349

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

with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

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

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

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

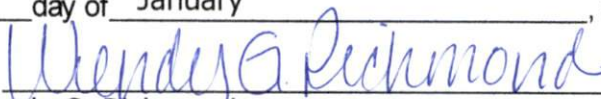
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM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


Craig N. Thatcher (Signature)

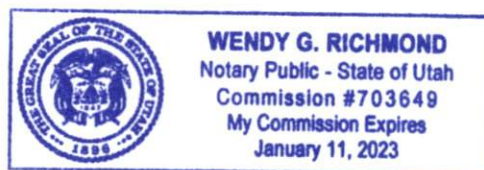
Sworn and subscribed before me this 25th day of January, 2022.

Personally known X

OR produced identification _____


Wendy G. Richmond (Notary)
Notary Public State of Utah
County of Salt Lake
My commission expires: January 11, 2023

(Type of Identification)

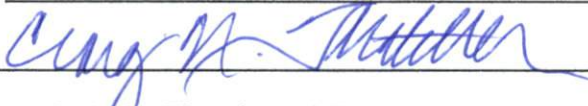


VENDOR INFORMATION

Vendor is:

☒ Corporation☐ Partnership☐ Sole Proprietorship☐ Other _____ (Explain)Federal Employer Identification Number: 26-1375349Firm Name: Thatcher Chemical of Florida, Inc.Mailing Address: P. O. Box 27407Salt Lake City, UT 84127-0407Telephone No. (386) 490-1638 Fax No.: (386) 490-1641wendy.richmond@tchem.com;Email Address: mike.jackson@tchem.com Web Address: www.tchem.com

If remittance address is different from the mailing address so indicate below.

Firm Name: Thatcher Chemical of Florida, Inc.**(Payments Only)**Remittance Address: LB 1106P. O. Box 35146Seattle, WA 98124-5146Submitted by: Name & Title Printed: Craig N. Thatcher, C.E.O.

Attachment: Bid - Thatcher Chemical of Florida Inc (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

PROPOSAL PRICING FORM
RFP 22-WW-01
Liquid Aluminum Sulfate (ALUM)

RFP Date: January 4th, 2022

TO: The City of Holly Hill, Florida

FROM: Thatcher Chemical of Florida, Inc.

Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-Supplier work, all taxes, all insurance, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Fee Proposal**.

Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the **Proposal Form** must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

In accordance with the RFP to provide the completed work for the delivery of **Liquid Aluminum Sulfate (ALUM) to the Waste Water Treatment Plant** for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the **Liquid Aluminum Sulfate (ALUM)** is follows:

To be furnished in accordance with the following general specifications and shall conform to standards prescribed by the standard B403-## MOST RECENT STANDARDS.

Bidders shall provide an affidavit of compliance with the requirements of **B403-03 OR MOST RECENT STANDARDS**, product specifications or certificate of analysis, and a Material Safety Data Sheet with the bid form.

The liquid Aluminum Sulfate (Alum) shall have a minimum 48 percent Alum or 8 percent Al_2O_3 and water-insoluble matter shall not to exceed 0.2 percent

Each shipment will be accompanied by a chemical analysis to show that it conforms to specifications.

The liquid Aluminum Sulfate (Alum) shall be delivered into two (2) 3,250 gallon storage tank located at City of Holly Hill Waste Water Treatment Plant, located at 453 LPGA Boulevard, Holly Hill, Florida. Delivery truck will need a minimum of 15' of 3" hose with 3" quick connect. City of Holly Hill's quick connect will be 3" male fitting.

All deliveries shall be F.O.B. City of Holly Hill Waste Water Treatment Plant, located at 453 LPGA Boulevard, Holly Hill, Florida. Delivery will be accepted between 7:00 a.m. to 3:00 p.m. -- Monday through Friday as needed and shall be made within forty eight (48) hours upon notification of need.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF HOLLY HILL RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Total Cost Per Ton Delivered: \$371.00/dry short ton

The City reserves the sole prerogative whether or not to order / contract for any and all work listed in this proposal, and when the work is to be done, all in the best interests of the City. The respondent agrees that this proposal shall be good and may not be withdrawn for a period of 180 days after the opening of proposals.

 _____ Authorized Signature	_____ P. O. Box 27407 Address
_____ Craig N. Thatcher, C.E.O. Printed Name & Title	_____ Salt Lake City, UT 84127-0407 City, State, Zip Code
_____ Thatcher Chemical of Florida, Inc. Company	_____ (386) 490-1638 Telephone No.
_____ January 25, 2022 Date	_____ mike.jackson@tchem.com; wendy.richmond@tchem.com Email Address.

NOTE: Appendices A and B form part of our proposal.

Attachment: Bid - Thatcher Chemical of Florida Inc (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

Form (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.	
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) THATCHER CHEMICAL OF FLORIDA, INC.		
	Business name, if different from above		
	Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶		
	Address (number, street, and apt. or suite no.) PO Box 27407	Requester's name and address (optional)	
	City, state, and ZIP code SALT LAKE CITY, UT 84127		
List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number 26 1375349

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ January 25, 2022
------------------	----------------------------	--------------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



**ADDENDUM NUMBER 1
RFP 22-WW-01
LIQUID ALUMINUM SULFATE (ALUM)
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-WW-01** for the above request for **LIQUID ALUMINUM SULFATE (ALUM)** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

- Q1 Do you have a start date for the contract so we know the initial performance period? Can you confirm the we need to only fix the price for 1 year?
- A1. The price is fixed for the first year. The initial period will run from February 15, 2022 to February 15, 2023. After the first year the City will evaluate pricing which is due no later than December 1 of each year.
- Q2 What are you currently paying per ton?
- A2. \$234.25 per dry ton.
- Q3 Who is the current supplier?
- A3. C&S Chemicals 4180 Providence Rd., Marietta, GA 30062
- Q4 Can I get the most recent bid tabulation?
- A4. There is no recent bid tabulation. Current.

Signature acknowledges receipt and understanding of this addendum.



 Craig N. Thatcher, C.E.O. Name/Title
 January 25, 2022

 Date



ADDENDUM NUMBER 2
RFP 22-WW-01
LIQUID ALUMINUM SULFATE (ALUM)
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-WW-01** for the above request for **LIQUID ALUMINUM SULFATE (ALUM)** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 What is your average shipment size?

A1. 24 wet tons every delivery.

Q2 Is the volume listed 190 tons on pg 6 per dry or liquid ton?

A2. Dry tons.

Q3 On pg 10 tab II, documents, please clarify further on the requirements for professional cert/licenses and affiliations and/or memberships.

A3. If there are any certifications, licenses, affiliation, or memberships required for the manufacturing, testing, or shipment of the product, the bidder will be required to procure them. This applies to EPA, DOT, FLDEP, or any other organizations.

Q4 Please clarify on pg 24 your definition of “major work” and “current projects”. Also on pg 24, please provide clarification on “total fee”. We are not sure how that applies to supply chemicals.

A4. Provide a list of current facilities you supply.

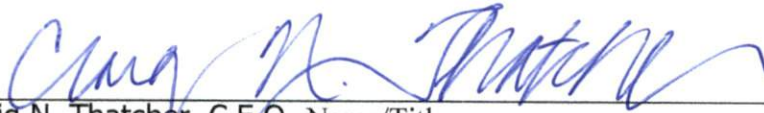
Q5 Could you please provide the previous bid tabulations for the Aluminum Sulfate?

A5. Attached Peace River bid opening.

Q6 Could you provide an estimated delivery Qty? I see that there are (2) 3,250 gal tanks so does that mean it could be between 3,000 – 5,000 gal deliveries?

A6. The City orders 24 wet tons every delivery and confirms that it can receive 24 wet tons at the specified concentration.

Signature acknowledges receipt and understanding of this addendum.



Craig N. Thatcher, C.E.O. Name/Title
January 25, 2022

Date

Attachment: Bid - Thatcher Chemical of Florida Inc (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

THATCHER CHEMICAL OF FLORIDA, INC.
245 Hazen Road, Deland, FL 32720-3967



Phone (386) 490-1638
Fax (386) 490-1641

January 25, 2022

AFFIDAVIT OF COMPLIANCE

Liquid Aluminum Sulfate

This affidavit certifies and warrants the liquid aluminum sulfate to be delivered to the City of Holly Hill, FL by Thatcher Chemical of Florida, Inc. fully complies with Standard B403-03 or most recent standards and ANSI/NSF Standard 60.



Craig N. Thatcher
C.E.O.


THATCHER CHEMICAL OF FLORIDA, INC.

245 Hazen Road, Deland, Florida 32720

(386) 490-1638 PHONE

(386) 490-1641 FAX

CERTIFICATE OF ANALYSIS

This is to certify that the listed shipment of **Aluminum Sulfate 8.3% [ALUM]** was assayed with the following results:

Customer:
Lot No:
Bill of Lading:
Customer PO No:
MFG Date:

Property	Specifications	Results
Aluminum Oxide Assay	8.2-8.3%	
Free Acid	0%	
Color	Yellow to Water White	
Specific Gravity (15°C)	1.329-1.337	

Certifications:



NSF/ANSI Standard 60
Drinking Water Treatment Additives
 35Y2

Maximum Use Level: 150 mg/L

Authorized Signature:

Thatcher Chemical of Florida


THATCHER CHEMICAL OF FLORIDA, INC.

245 Hazen Rd
 Deland, FL 32720-3967
 386-490-1638
 386-490-1641

PRODUCT SPECIFICATION
ALUMINUM SULFATE LIQUID

CAS NUMBER: 10043-01-3
 CHEMICAL FORMULA: $\text{Al}_2(\text{SO}_4)_3$
 MOLECULAR WEIGHT: 342.14

PRODUCT DESCRIPTION:	Colorless to slightly yellow, free of suspended solids	
CERTIFICATIONS:	Certified by UL to meet ANSI 60 Standard for Drinking Water Additives (UL ref.: MH 17003) Product meets AWWA B-403 Specifications	
SPECIFICATIONS:	Clarity:	Clear with no visible matter present
	Color:	APHA 20 (max)
	Assay:	27.5% as $\text{Al}_2(\text{SO}_4)_3$
		47.8% as $\text{Al}_2(\text{SO}_4)_3 \cdot 14\text{H}_2\text{O}$
		8.2% as Al_2O_3
	Free Acidity (as H_2SO_4)	0.0% (max)
	Free Alkalinity (as Al_2O_3):	0.20%
	Specific Gravity (20C):	1.329-1.337
	Iron (as Fe):	50 ppm (max)
	Arsenic (as As):	Non Detect (<0.5 ppm)
	Total Heavy Metals (as Pb):	100 ppm (max)
	Total Halides (as Cl):	500 ppm (max)

CERTIFICATIONS:


ALUMINUM SULFATE
ANSI/NSF 60
<35Y2>
MUL: 150 mg/L

WARRANTY

This information is, to the best of our knowledge, accurate, but may not be complete. Thatcher Company furnishes this information in good faith, but without warranty, representation or guarantee of its accuracy, completeness or reliability.

6/13/2017



FDPH.MH17003 - Drinking Water Treatment Chemicals

Drinking Water Treatment Chemicals

Thatcher Group, Inc.
1905 FORTUNE RD
PO BOX 27407
SALT LAKE CITY, UT 84127-0407 United States

MH1700

Plant at: Thatcher Chemical of Florida, Inc., Deland, FL

NSF/ANSI 60

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
Ferric Sulfate	-	Coagulation and Flocculation Products	500
Ferric Sulfate, 10 - 13% Iron	-	Coagulation and Flocculation Products	500
Aluminum Sulfate [*Al]	[Al]	Coagulation and Flocculation Chemicals	150
Poly Phosphate Ortho Phosphate Blends	-	Coagulation and Flocculation Chemicals	26
T-Floc B135 [*Al]	[Al]	Coagulation and Flocculation Chemicals	250
TI-2914	-	Coagulation and Flocculation Chemicals	33
Compliance GT	-	Coagulation and Flocculation	43
Soda Ash	-	pH Adjustment	100
Citric Acid Solution	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	125
Citric Acid Solution [*OL]	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	N/A
Ammonium Sulfate, 40%	-	Disinfection and Oxidation	62.5
Hydrogen Peroxide 11%-20%	-	Disinfection and Oxidation Chemicals	5.2
Hydrogen Peroxide 21%-30%	-	Disinfection and Oxidation Chemicals	3.5
Hydrogen Peroxide 31%-40%	-	Disinfection and Oxidation Chemicals	2.6
Hydrogen Peroxide 34%	-	Disinfection and Oxidation Chemicals	3
Hydrogen Peroxide 41%-49%	-	Disinfection and Oxidation Chemicals	2.1
Hydrogen Peroxide 50%	-	Disinfection and Oxidation Chemicals	2.1
Hydrofluosilicic Acid	-	Miscellaneous Treatment Chemicals	6
Sodium Bisulfite Liquid	-	Miscellaneous Treatment Chemicals	18
Zinc Orthophosphate			
ZO-01 thru ZO-05	[Zn]	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	78
ZO-06 thru ZO-10	[Zn]	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	39
ZO-11 thru ZO-15	[Zn]	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	26
ZO-16 thru ZO-20	[Zn]	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	19
TI-2901	-	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	38
TI-3021-O	-	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	28
TI-3031	-	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	27.8
TI-3045	-	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	30

Plant at: Thatcher Chemical of Florida, Inc., Palmetto, FL

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
Ferric Sulfate	-	Coagulation and Flocculation Products	500
Ferric Sulfate, 10 - 13% Iron	-	Coagulation and Flocculation Products	500
Compliance GT	-	Coagulation and Flocculation	43
T-Floc B41 [*Al]	-	Coagulation and Flocculation	178
Hydrogen Peroxide 11%-20%	-	Disinfection and Oxidation Chemicals	5.2

Hydrogen Peroxide 21%-30%	-	Disinfection and Oxidation Chemicals	3.5
Hydrogen Peroxide 31%-40%	-	Disinfection and Oxidation Chemicals	2.6
Hydrogen Peroxide 34%	-	Disinfection and Oxidation Chemicals	3
Hydrogen Peroxide 41%-49%	-	Disinfection and Oxidation Chemicals	2.1
Hydrogen Peroxide 50%	-	Disinfection and Oxidation Chemicals	2.1
Hydrofluosilicic Acid	-	Miscellaneous Treatment Chemicals	6
Sodium Bisulfite Liquid	-	Miscellaneous Treatment Chemicals	18

[Al] - The finished drinking water shall be monitored to verify that the level of aluminum does not exceed 2 mg/L.

[Cu] - The finished drinking water shall be monitored to verify that the level of copper does not exceed 1.3 mg/L.

[Zn] - The finished drinking water shall be monitored to verify that the level of zinc does not exceed 2 mg/L.

[*Al] - The finished drinking water shall be monitored to verify that the level of aluminum does not exceed 2 mg/L.

[*Cu] - This chemical contains copper and can increase the amount of copper in the finished drinking water. The finished drinking water shall be monitored to verify that levels of copper do not exceed 1.3 mg/L.

[*HPH] - Refer to AWWA B300, "Hypochlorites" for recommended storage and handling practices.

[*Mn] - The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.

[*OL] - These products are designed to be used off-line and flushed out prior to using the system for drinking water, following the manufacturer's use instructions. The pH or other water chemistry of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

[*Zn] - The finished drinking water shall be monitored to verify that the level of zinc does not exceed 2 mg/L.

Last Updated on 2021-

The appearance of a company's name or product in this database does not in itself assure that products so identified have been manufactured under UL's Follow-Up Service. Only those products bearing the UL Mark should be considered to be Certified and covered under UL's Follow-Up Service. Always look for the Mark on the product.

UL permits the reproduction of the material contained in the Online Certification Directory subject to the following conditions: 1. The Guide Information, Assemblies, Constructions, Designs, Systems, and/or Certifications (if must be presented in their entirety and in a non-misleading manner, without any manipulation of the data (or drawings). 2. The statement "Reprinted from the Online Certifications Directory with permission from UL" must appear adjacent to the extracted material. In addition, the reprinted material must include a copyright notice in the following format: "© 2021 UL LLC"



CERTIFICATE OF ACCREDITATION

The ANSI National Accreditation Board

Hereby attests that

UL LLC

333 Pfingsten Road, Northbrook, IL 60062, United States

ACCREDITATION ID#0198

Fulfills the requirements of

**ISO/IEC 17065:2012 Conformity assessment - Requirements for
bodies certifying products, processes and services**

LIST OF CERTIFICATION SCHEME(S)

US Safety Scheme

Food Equipment Sanitation Scheme

Water Systems Scheme

Accredited Elevator/Escalator Certification Organization (AECO): Elevator systems, subsystems, components, and functions for issuance of Certificates of Conformance and Marks according to ASME A17.7/CSA B44.

EPA WaterSense – WaterSense® Product Certification System

This certificate is valid only when accompanied by a current scope of accreditation document. The current scope of accreditation can be verified at www.anab.org.

R. Douglas Leonard Jr., VP, PILR SBU
Expiry Date: 2023-12-01



Cert ID: VBDHEFBH

SAFETY DATA SHEET

1. Identification

Product identifier	Aluminum Sulfate - Liquid
Other means of identification	None.
Recommended use	Not available.
Recommended restrictions	None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name	Thatcher Chemical of Florida, Inc.
Address	245 Hazen Road DeLand, FL 32720 United States
Telephone	(386) 490-1638
E-mail	Not available.
Emergency phone number	Not available.

2. Hazard(s) identification

Physical hazards	Not classified.
Health hazards	Acute toxicity, oral Category 4 Skin corrosion/irritation Category 1 Serious eye damage/eye irritation Category 1 Carcinogenicity Category 1A Specific target organ toxicity, single exposure Category 3 respiratory tract irritation
Environmental hazards	Hazardous to the aquatic environment, acute hazard Category 2
OSHA defined hazards	Not classified.
Label elements	



Signal word	Danger
Hazard statement	Harmful if swallowed. Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation. May cause cancer. Toxic to aquatic life.
Precautionary statement	
Prevention	Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not breathe mist or vapor. Wash thoroughly after handling. Do not eat, drink or smoke when using this product. Use only outdoors or in a well-ventilated area. Avoid release to the environment. Wear protective gloves/protective clothing/eye protection/face protection.
Response	If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse.
Storage	Store in a well-ventilated place. Keep container tightly closed. Store locked up.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	72.89% of the mixture consists of component(s) of unknown acute oral toxicity. 73.13% of the mixture consists of component(s) of unknown acute hazards to the aquatic environment.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Aluminum Sulfate		10043-01-3	20 - < 30
Other components below reportable levels			70 - < 80

*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. Call a POISON CENTER or doctor/physician if you feel unwell.
Skin contact	Take off immediately all contaminated clothing. Rinse skin with water/shower. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. May cause respiratory irritation.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. Keep victim warm. Keep victim under observation. Symptoms may be delayed.
General information	IF exposed or concerned: Get medical advice/attention. If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	Not applicable.
Special protective equipment and precautions for firefighters	Wear suitable protective equipment.
Fire fighting equipment/instructions	Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Absorb in vermiculite, dry sand or earth and place into containers. Prevent product from entering drains. Following product recovery, flush area with water. Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.
Environmental precautions	Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS. Avoid release to the environment. Avoid discharge into drains, water courses or onto the ground. Inform appropriate managerial or supervisory personnel of all environmental releases.

7. Handling and storage

Precautions for safe handling

Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Provide adequate ventilation. Do not breathe mist or vapor. Do not get in eyes, on skin, or on clothing. Avoid prolonged exposure. Do not taste or swallow. When using, do not eat, drink or smoke. Should be handled in closed systems, if possible. Wear appropriate personal protective equipment. Wash hands thoroughly after handling. Avoid release to the environment. Observe good industrial hygiene practices.

Conditions for safe storage, including any incompatibilities

Store locked up. Store in original tightly closed container. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

US. ACGIH Threshold Limit Values

Components	Type	Value	Form
Aluminum Sulfate (CAS 10043-01-3)	TWA	1 mg/m ³	Respirable fraction.

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Aluminum Sulfate (CAS 10043-01-3)	TWA	2 mg/m ³

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 respirator with organic vapor cartridge and full facepiece.

Skin protection

Hand protection

Wear appropriate chemical resistant gloves. Suitable gloves can be recommended by the glove supplier.

Other

Wear appropriate chemical resistant clothing. Use of an impervious apron or protective suit is recommended.

Respiratory protection

Chemical respirator with organic vapor cartridge and full facepiece.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

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

9. Physical and chemical properties

Appearance

Physical state Liquid.

Form Liquid.

Color Not available.

Odor Not available.

Odor threshold Not available.

pH Not available.

Melting point/freezing point Not available.

Initial boiling point and boiling range Not available.

Flash point Not available.

Evaporation rate Not available.

Flammability (solid, gas) Not applicable.

Packet Pg. 129

Components	Species	Test Results
	Rat	1930 mg/kg

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

Skin corrosion/irritation	Causes severe skin burns and eye damage.
Serious eye damage/eye irritation	Causes serious eye damage.
Respiratory or skin sensitization	
Respiratory sensitization	Not a respiratory sensitizer.
Skin sensitization	This product is not expected to cause skin sensitization.
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity	May cause cancer.
US. 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	May cause respiratory irritation.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not an aspiration hazard.
Chronic effects	Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity	Toxic to aquatic life.
--------------------	------------------------

Components	Species	Test Results
Aluminum Sulfate (CAS 10043-01-3)		
Aquatic		
Crustacea	EC50	Amphipod (<i>Crangonyx pseudogracilis</i>) 11.8 - 14 mg/l, 48 hours
Fish	LC50	Fathead minnow (<i>Pimephales promelas</i>) 3.4 - 5.6 mg/l, 96 hours

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

Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. 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	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT	
UN number	UN3264
UN proper shipping name	Corrosive liquid, acidic, inorganic, n.o.s. (Aluminum Sulfate RQ = 18519 LBS)

Material name: Aluminum Sulfate - Liquid

0100853, 0100859, 0100830, 0102850, 0100850, 0119180, 0100851, 0100852, 0100854, 01008585, 0100856, 0100857, 0100858, 01191

SDS US

5 / 8

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.
Special provisions	B2, IB2, T11, TP2, TP27
Packaging exceptions	154
Packaging non bulk	202
Packaging bulk	242
DOT BULK	
BULK	
UN number	UN3264
UN proper shipping name	Corrosive liquid, acidic, inorganic, n.o.s. (Aluminum Sulfate RQ = 18519 LBS)
Transport hazard class(es)	
Class	8
Label(s)	8
Packing group	II
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	B2, IB2, T11, TP2, TP27
Packaging exceptions	154
Packaging non bulk	202
Packaging bulk	242
IATA	
UN number	UN3264
UN proper shipping name	Corrosive liquid, acidic, inorganic, n.o.s. (Aluminum Sulfate)
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	UN3264
UN proper shipping name	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (Aluminum Sulfate)
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	Not established.

DOT; DOT Bulk packaging type



IATA; IMDG



15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

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

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Aluminum Sulfate (CAS 10043-01-3)

Listed.

SARA 304 Emergency release notification

Not regulated.

US. 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 - Yes
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 - New Jersey RTK - Substances: Listed substance

Aluminum Sulfate (CAS 10043-01-3)

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

Not listed.

US. Massachusetts RTK - Substance List

Aluminum Sulfate (CAS 10043-01-3)

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

Not regulated.

US. Pennsylvania RTK - Hazardous Substances

Aluminum Sulfate (CAS 10043-01-3)

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

Aluminum Sulfate (CAS 10043-01-3)

US. Rhode Island RTK

Aluminum Sulfate (CAS 10043-01-3)

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	01-14-2019
Revision date	12-22-2021
Version #	07
NFPA ratings	Health: 3 Flammability: 0 Instability: 0

NFPA ratings**Disclaimer**

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

Revision Information

Composition / Information on Ingredients: Ingredients
Physical & Chemical Properties: Multiple Properties
Stability and reactivity: Conditions to avoid
Stability and reactivity: Reactivity
Toxicological information: Carcinogenicity
Transport Information: Material Transportation Information
Regulatory information: California Prop 65

THATCHER CHEMICAL OF FLORIDA, INC.
245 Hazen Road, Deland, FL 32720-3967



Phone (386) 490-1638
Fax (386) 490-1641

MAILING ADDRESSES

Address Then E-mail Contracts and Agreements To:

Craig N. Thatcher, C.E.O.
Thatcher Chemical of Florida, Inc.
P. O. Box 27407
Salt Lake City, UT 84127-0407
craig.thatcher@tchem.com; wendy.richmond@tchem.com

Address Requests for Bids and Quotations to Craig N. Thatcher, C.E.O., Then E-Mail To:

Wendy Richmond
Thatcher Chemical of Florida, Inc.
P. O. Box 27407
Salt Lake City, UT 84127-0407
wendy.richmond@tchem.com

Payments: LB 1106
Thatcher Chemical of Florida, Inc.
P.O. Box 35146
Seattle, WA 98124-5146

Order Placement: Sheila Silva
Thatcher Chemical of Florida, Inc.
245 Hazen Road
Deland, FL 32720-3967
sheila.silva@tchem.com

24/7 Customer and Transportation Service: (800) 375-7758

Certificate of Insurance Request: wendy.richmond@tchem.com

Bid Tabulation: wendy.richmond@tchem.com; mike.jackson@tchem.com;
lori.richey@tchem.com

THATCHER CHEMICAL OF FLORIDA, INC.
P. O. Box 489, Deland, FL 32721-0489



Phone (386) 490-1638
Fax (386) 490-1641

APPENDIX A

FORCE MAJEURE

PERFORMANCE

- (a) Performance of any obligation under this contract may be suspended by the party so affected without liability in the event of an Act of God; war; fire; flood; strike; explosion; labor trouble; mechanical breakdown; accident, riot, governmental action, laws, regulations or orders (including, but not limited to, pollution, health, ecology or environmental matters); Seller's inability to obtain fuel, power, raw materials, or equipment used in connection therewith on terms it deems practicable; or any other cause beyond the reasonable control of either party interfering with the production, supply, transportation or consumption practice of the party at the time which delays, prevents, restricts, limits or renders commercially infeasible, the performance of this contract or the consumption, sale or use of the goods, except as to the goods already in transit.
- (b) The affected party may invoke subparagraph (a) or (b) by promptly notifying the other party in writing of the nature and the estimated duration of the suspension or cancellation of the party's performance. The total quantity hereunder shall be reduced by the quantity not delivered during the term of the suspension or cancellation without liability, and the contract shall otherwise remain unaffected. In no event shall Seller be required to ship the goods from Seller's or, if applicable, its affiliates' other locations or to purchase the goods or components thereof from other sources to fulfill the contract requirements. Seller may, without liability, allocate its supply of such goods or raw materials among its own uses, or distribute it among its customers upon such basis and in such manner as Seller deems fair and reasonable, provided that any goods or raw materials obtained by Seller from a third party solely for Seller's internal use are not subject to allocation.

THATCHER CHEMICAL OF FLORIDA, INC.

P. O. Box 489, Deland, FL 32721-0489



Phone (386) 490-1638

Fax (386) 490-1641

APPENDIX B

PRODUCT WARRANTY

SELLER'S LIMITED WARRANTY: SUBJECT TO THE LIMITATIONS LISTED BELOW, Seller warrants that at the time of delivery the goods will conform to the attached specifications, that Seller will convey good title thereto, and that the goods will be delivered free from any lawful security interest, lien or encumbrance.

EXCLUSION AND DISCLAIMER OF ALL OTHER WARRANTIES: THE LIMITED WARRANTIES LISTED ABOVE ARE SELLERS SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE GOODS. SELLER MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHETHER WITH RESPECT TO ITS RECOMMENDATIONS, INSTRUCTIONS, GOODS, APPARATUS, PROCESS OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

LIMITATIONS OF REMEDIES AND SELLER'S LIABILITY:

- (a) BUYER'S EXCLUSIVE REMEDY AND SELLER'S TOTAL LIABILITY TO BUYER FOR CLAIMS, AS DEFINED IN SUBPARAGRAPHS (b) BELOW, IS EXPRESSLY LIMITED AS FOLLOWS: BUYER HAS THE OPTION OF REPAYMENT OF THE PURCHASE PRICE PAID OR REPLACEMENT OF THE GOODS SUPPLIED HEREUNDER WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. BUYER WAIVES ALL OTHER CLAIMS BY BUYER AGAINST SELLER AND SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, EXCEPT IN CASES OF GROSS NEGLIGENCE. THE PRICE STATED FOR THE GOODS IS A CONSIDERATION IN LIMITING SELLERS AND ITS AFFILIATES' LIABILITY.
- (b) "CLAIMS" MEANS ALL ASSERTIONS OF ANY LEGAL, EQUITABLE, AND/OR ADMIRALTY CAUSES OF ACTION, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE; STRICT LIABILITY; OTHER TORT; EXPRESS OR IMPLIED WARRANTIES, INDEMNITY OR CONTRACT; CONTRIBUTION; OR SUBROGATION RELATED TO OR ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THIS CONTRACT.
- (c) ALL LIMITATIONS ON BUYER'S REMEDIES AND SELLER'S LIABILITY SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS CONTRACT.

NOTICE OF CLAIMS: All product claims by Buyer shall be deemed waived unless made by Buyer in writing and received by Seller within thirty (30) days of receipt of the goods; provided that for any claim which is not readily discoverable within such 30 day period such claim shall be deemed waived unless made by Buyer in writing and received by Seller within 90 days after receipt of the goods or within 30 days after Buyer learns or should have been reasonably aware of facts which should have given rise to such claim, whichever first occurs.

BUYER'S WARRANTIES AND ASSUMPTION OF DUTIES REGARDING SAFETY, HEALTH, UNLOADING, USE, HANDLING, AND DISPOSAL OF THE GOODS.

- (a) Buyer warrants that it has used its own independent skill and expertise in connection with the selection and use of the goods and that it possesses skill and expertise in handling, storage, transportation, treatment, use and disposal of the goods. Seller's recommendations, instructions, or information as to safety, health, handling, use, unloading or disposal of the goods are based upon information believed to be reliable, but Seller shall have no liability with respect thereto.
- (b) Buyer hereby acknowledges receipt of Seller's Material Safety Data Sheet (MSDS). Buyer assumes the following duties and obligations:
 - (1) Buyer shall promptly and carefully inspect the goods upon receipt. Buyer will adopt and maintain safe handling, storage, transportation, use treatment and disposal practices with respect to the goods, and further agrees to follow such special care and best manufacturing practices as Buyer's use of the goods require including, but not limited to, all such practices required by federal, state, and local government statutes, rules, regulations or ordinances;
 - (2) Buyer shall instruct its employees, independent contractors, agents and customers of the precautions and safe use practices required in connection with the unloading, handling, storage, use, transportation and disposal of the goods, including, but not limited to, information contained in Seller's most current MSDS; and
 - (3) Buyer shall comply with the OSHA Hazard Communication Standard, all applicable safety and environmental laws, and all other applicable government statutes, rules, regulations or ordinances, and shall take action necessary to avoid spills, emissions, leaks or other dangers to persons, property, or the environment.



90 EAST HALSEY ROAD
PARSIPPANY, NJ 07054, SUITE 200
Ph: (800) 441-2659 Fx: (973) 515-4461

January 24, 2022

City of Holly Hill
Proposal #22-WW-01
Liquid Aluminum Sulfate
Bid Opening: February 1, 2022 @ 10 AM

Thank you for the opportunity to respond to the City of Holly proposal for the supply and delivery of chemicals for Liquid Aluminum Sulfate requirements.

Bid is being submitted by:

Chemtrade Chemicals US LLC
90 East Halsey Road, Suite 200
Parsippany, NJ 07054

Contact Person: (Bids & Contracts)

Parul Kachhia-Patel	Phone: (800) 441-2659
Marketing Specialist	Fax: (973) 515-4461
90 East Halsey Road	Email: bids@chemtradelogistics.com
Parsippany, NJ 07054	Direct Line: (973) 515-1855

Should you have any questions regarding the above or required additional information, please do not hesitate to contact me.

Sincerely,

Parul Kachhia-Patel
Marketing Specialist

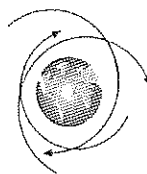
Attachment: Bid - Chemtrade Chemicals US LLC (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

TABLE OF CONTENTS

Tab 1, Acceptance of Conditions	
Exceptions.....	1
Tab II, Documents	
Florida State License.....	2-5
ISO Certification.....	6-9
Tab III, Required Form Submittals	
Standard Contract.....	10-11
Proposers Checklist.....	12
Conflict of Interest Affidavit.....	13
Proposers Qualification Form.....	14-17
Declaration Statement.....	18
Insurance Certificate.....	19-24
Drug Free Workplace Certification.....	25
Non-Collusion Affidavit of Prime Bidder.....	26
Acknowledgement.....	27-28
Compliance with Public Records Law.....	29
References Form.....	30
Public Entity Crimes Statement.....	31-32
Vendor Information.....	33
W9.....	34
Label.....	35
Tab IV, Price Proposal Form	
Price Proposal Form.....	36-37
Tab V Addendums	
Addendum 1.....	38
Addendum 2.....	39-40
Tab VI Additional Information	
Delegation of Authority.....	41
About Chemtrade Chemicals US LLC.....	42
Quality & Technical Qualifications.....	43
Tech Resume.....	44-45
Contact and Emergency Information.....	46
Change to Remittance Address Notification.....	47
Product Certification.....	48
Lab Analysis Report.....	49
Product Data Sheet.....	50
MSDS.....	51-58
NSF.....	59-60

TAB I

ACCEPTANCE OF CONDITONS

**CHEMTRADE**

EXCEPTIONS

NONE

Chemtrade Chemicals US LLC
90 East Halsey Road
Parsippany, NJ 07054
Web Site: www.chemtradelogistics.com

Attachment: Bid - Chemtrade Chemicals US LLC (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

TAB II

DOCUMENTS



2016 Florida Annual Resale Certificate for Sales Tax

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2016

5.2.d

DR-13

R. 10/15

Business Name and Location Address

Certificate Number

CHEMTRADE CHEMICALS US LLC
90 E HALSEY RD
PARSIPPANY, NJ 07054-3713

78-8012968125-5

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Florida law provides for criminal and civil penalties for fraudulent use of a *Florida Annual Resale Certificate*.

The *Florida Annual Resale Certificate* is issued to active, registered sales and use tax dealers. **As a buyer**, use your certificate to purchase or rent property or services tax exempt that you intend to resell or re-rent to your customers. You cannot use this certificate to purchase or rent property or services that you will use in your business. **As a seller**, you must collect sales tax and discretionary sales surtax imposed on retail sales or rentals of taxable property or services, unless the transaction is exempt.

Seller Certificate Verification – Verify resale or exemption certificates using a customer's sales tax certificate number:

- Phone: **877-FL-RESALE** (877-357-3725)
- Online: Go to **www.myflorida.com/dor** and select "More e-Services" and then "Verify resale and exemption certificates"
- Mobile App: **Florida Tax (FL Tax)** mobile app for iPhone, iPad, Android phones and tablets, Windows Phone

If you obtain an authorization number for each tax-exempt sale, or for all sales to a specific customer, you do **not** need to keep a copy of the customer's *Florida Annual Resale Certificate*.

Attachment: Bid - Chemtrade Chemicals US LLC (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

4/15/2014 10:00:16 From: To: 8506175573

Division of Corporations

(1/3)

Page 1 of 1

**Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet**

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H14000090305 3)))



H14000090305 3

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6383

From:

Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 222-1092
Fax Number : (850) 878-5368

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

14 APR 15 AM 10:07

FILED

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

RECEIVED

14 APR 15 PM 4:25

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**LLC AMND/RESTATE/CORRECT OR M/MG RESIGN
GENERAL CHEMICAL PERFORMANCE PRODUCTS LLC**

Certificate of Status	0
Certified Copy	0
Page Count	03
Estimated Charge	\$25.00

Electronic Filing Menu

Corporate Filing Menu

Help

<https://efile.sunbiz.org/scripts/efilcovr.exe>

APR 16 2014

4/15/2014

T. BROWN

4/15/2014 15:40:16 From: To: 8506176383

(2/3)

**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY TO FILE
AMENDMENT TO CERTIFICATE OF AUTHORITY TO TRANSACT
BUSINESS IN FLORIDA**

SECTION I (1-3 must be completed)

1. Name of limited liability Company as it appears on the records of the Florida Department of State: GENERAL CHEMICAL PERFORMANCE PRODUCTS LLC
2. Jurisdiction of its organization: Delaware
3. Date authorized to do business in Florida: 11/03/2003

SECTION II (4-7 complete only the applicable changes)

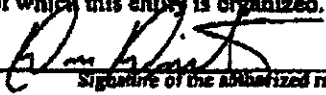
4. New name of the limited liability company: CHEMTRADE CHEMICALS US LLC
(must contain "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida and attach a copy of the written consent of the managers or managing members adopting the alternate name. The alternate name must contain "Limited Liability Company," "L.L.C.," or "LLC.")

5. If the amendment changes the jurisdiction of organization, indicate new jurisdiction:

6. If the amendment changes person, title or capacity in accordance with 605.0902 (1)(e), indicate that change:

7. Attached is an original certificate, if required: no more than 90 days old, evidencing the aforementioned amendment(s), duly authenticated by the official having custody of records in the jurisdiction under the law of which this entity is organized.



Signature of the authorized representative

DAN DIETZ

Typed or printed name of signer

Filing Fee: \$25.00

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "GENERAL CHEMICAL PERFORMANCE PRODUCTS LLC", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "CHEMTRADE CHEMICALS US LLC", THE TWENTY-EIGHTH DAY OF FEBRUARY, A.D. 2014, AT 9:20 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF MARCH, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

3707487 8320

140444900

You may verify this certificate online
at esep.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1277352

DATE: 04-08-14

Attachment: Bid - Chemtrade Chemicals US LLC (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

DNV

MANAGEMENT SYSTEM CERTIFICATE

Certificate no.:
10000416973-MSC-ANAB-USA

Initial certification date:
07 December, 2020

Valid:
10 June, 2021 – 14 May, 2024

This is to certify that the management system of

Chemtrade Logistics Inc.

155 Gordon Baker Road, Suite 300, Toronto, Ontario, M2H 3N5, Canada

and the sites as mentioned in the appendix accompanying this certificate

has been found to conform to the Quality Management System standard:

ISO 9001:2015

This certificate is valid for the following scope:

Manufacture, sales, and distribution of sulfuric acid, sulfur dioxide, sodium bisulfite, sodium chlorate, chlorine, sodium hydroxide, hydrochloric acid, brine, molten sulfur, sodium hydrosulfite powder and solutions, zinc oxide powder, specialty chemicals, sodium nitrite, phosphorous pentasulfide, and water chemicals.

Place and date:
Katy, TX, 22 June, 2021



For the issuing office:
DNV - Business Assurance
1400 Ravello Drive, Katy, TX, 77449-5164, USA

Sherif Mekkawy
Management Representative

Certificate no.: 10000416973-MSC-ANAB-USA
Place and date: Katy, TX, 22 June, 2021

Appendix to Certificate

Chemtrade Logistics Inc.

Locations included in the certification are as follows:

Site Name	Site Address	Site Scope
Chemtrade Logistics Inc.	155 Gordon Baker Road, Suite 300, Toronto, Ontario, M2H 3N5, Canada	Corporate office. Procurement, logistics, customer service, legal, finance, sales & marketing, engineering, IT, and senior management.
Chemtrade Solutions Inc.	6300 Oldfield Rd, Niagara Falls, ON, L2G 3J8, Canada	Sales and distribution of sulfuric acid
Chemtrade Logistics Inc. (Quebec)	7905 Boulevard Louis H-Lafontaine, Suite 200, Anjou, Quebec, Ontario, J1K 4E4, Canada	Customer Service Office. Handling of customer service functions for the Chemtrade products and services offerings.
Chemtrade Solutions Inc.	75, Chemin des Hauts-Fourneaux, Beauharnois, QC, J6N 0B6, Canada	Manufacture and distribution sodium chlorate
Chemtrade Electrochem Inc.	8080 Richmond Avenue E, Brandon, MB, R7A 7R3, Canada	Manufacture and distribution sodium chlorate
Chemtrade West Limited Partnership	11th Street West, Saskatoon, SK, S7K 3S7, Canada	Manufacture and distribution of aluminum sulfate (alum), ferric sulphate and sulfuric acid
Chemtrade	1152 - 99th Avenue P O Box 3180, Fort Saskatchewan, AB, T8L 2T2, Canada	Manufacture and distribution of aluminum sulfate (Alum), Sulfuric Acid, Sodium Bisulfite (SBS)
Chemtrade West Limited Partnership	6424 42nd Street S.E., Calgary, AB, T2C 2V1, Canada	Manufacture and distribution of aluminum sulfate (alum)
Chemtrade Electrochem Inc.	100 Amherst Avenue, North Vancouver, BC, V7H 1S4, Canada	Manufacture and distribution of chlorine, sodium hydroxide, hydrochloric acid, and brine.
Chemtrade West Limited Partnership	604 Boundary Road, Prince George, BC, V2N 5S6, Canada	Manufacture and distribution of aluminum sulphate (alum), sulfuric acid, and sulfur dioxide
Chemtrade Logistics Inc. (Cleveland)	2545 WEST 3RD STREET, Cleveland, OH, 44113, USA	Storage and distribution of sulfuric acid
Chemtrade Cairo Sulfur Products (Cairo OH)	7680 Ottawa Rd., Cairo, OH, 45820, USA	Manufacture and distribution of merchant grade sulfuric acid, ultra-pure sulfuric acid, and sodium bisulfite.
Chemtrade Performance Products (SC)	3507 Leeds Road, Carlisle, SC, 29031, USA	Manufacturing, sales, distribution and blending of all grades of Sodium Hydrosulfite powder and solutions, Zinc Oxide powder and distribution of Sulfur Dioxide.
Chemtrade Logistics Inc. (Chicago)	2250 EAST 130TH STREET, Chicago, IL, 60633, USA	Storage and distribution of sulfuric acid
Chemtrade Chemicals Canada Ltd. Thunder Bay	145 MacDougall Street, Thunder Bay, ON, P7S 5G5, Canada	Manufacture and distribution of aluminum sulfate
Jacksonville Works	5930 Soultel Drive, Jacksonville, FL, 32219, USA	Manufacture and distribution of aluminum sulfate



Certificate no.: 10000416973-MSC-ANAB-USA
Place and date: Katy, TX, 22 June, 2021

Site Name	Site Address	Site Scope
Detroit Works	800 Marion Avenue, River Rouge, MI, 48218, USA	Manufacture and distribution of aluminum sulfate
Odem Plant	5302 Country Road 2047, Odem, TX, 78370, USA	Manufacture and distribution of aluminum sulfate, ammonium sulfate, copper sulfate, citric acid, ACH, other water treatment chemicals, additives and blends.
Celina Plant	1055 North Louisiana Street, Celina, TX, 75009, USA	Manufacture and distribution of Iron based products
Terrell Works	503 East Grove Street, Terrell, TX, 75160, USA	Manufacture and distribution of aluminum sulfate
Chemtrade Solutions Inc.	90 East Halsey Road, Parsippany, NJ, 07054, USA	Sales office, procurement
Syracuse Works	1421 Willis Avenue, Syracuse, NY, 13204, USA	Sodium nitrite manufacture and distribution
Johnsonburg Works	Ridgeway Road, Johnsonburg, PA, 15845, USA	Manufacture and distribution of aluminum sulfate
Covington Works	607 North Magazine Avenue, Covington, VA, 24426, USA	Manufacture and distribution of aluminum sulfate
Hopewell Works	511 East Plant Road, Hopewell, VA, 23860, USA	Manufacture and distribution of aluminum sulfate
Bay Point Works	501 Nichols Road, Pittsburg, CA, 94565, USA	Manufacture and distribution of aluminum sulfate
Wisconsin Rapids Works	311 12th Avenue, Wisconsin Rapids, WI, 54495, USA	The procurement, storage and delivery of sulfuric acid, and manufacture and distribution of aluminum sulfate
Menasha Works	388 Ahnaip Street, Menasha, WI, 54952, USA	The procurement, storage and delivery of sulfuric acid, and manufacture and distribution of aluminum sulfate
Tampa Works	3004 East Creek Street, Tampa, FL, 33605, USA	Manufacture and distribution of aluminum sulfate
East St. Louis Corporate Functions and R&D,	2500 Kings Highway, East Saint Louis, IL, 62201, USA	Corporate Water Chemicals Lab functions
East St. Louis Works	2500 Kings Highway, East Saint Louis, IL, 62201, USA	Manufacture and distribution of aluminum sulfate, iron based products, other water treatment chemicals, polymers, additives and blends
Springfield Plant	1801 Hilcrest Drive, Springfield, TN, 37172, USA	Manufacture and distribution of aluminum sulfate
Indianapolis Works	1598 South Senate Avenue, Indianapolis, IN, 46225, USA	Manufacture and distribution of aluminum sulfate
Macon Works	4652 Mead Road, Macon, GA, 31206, USA	Manufacture and distribution of aluminum sulfate
West Cedar Works	Highway 273, West Cedar Springs, GA, 31732, USA	Manufacture and distribution of aluminum sulfate
Augusta Works	1580 Columbia Nitrogen Drive, Augusta, GA, 30901, USA	Manufacture and distribution of aluminum sulfate
Savannah Works	211 Brampton Road, Savannah, GA, 31402, USA	Manufacture and distribution of aluminum sulfate
Atlanta Works	1427 Central Avenue, Atlanta, GA, 30344, USA	Manufacture and distribution of aluminum sulfate

Attachment: Bid - Chemtrade Chemicals US LLC (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

Certificate no.: 10000416973-MSC-ANAB-USA
Place and date: Katy, TX, 22 June, 2021

Site Name	Site Address	Site Scope
Denver Works	5085 East 50th Avenue, Denver, CO, 80216, USA	The procurement, storage and delivery of sulfuric acid, and manufacture and distribution of aluminum sulfate
Ashdown Works	920 East Main Street, Ashdown, AR, 71822, USA	Manufacture and distribution of Aluminum Sulfate
Pine Bluff Works	1615 Celia Road, Pine Bluff, AR, 71613, USA	Manufacture and distribution of Aluminum Sulfate
Newark Plant	330 Doremus Avenue, Newark, NJ, 07105, USA	The procurement, storage and delivery of sulfuric acid, and manufacture and distribution of aluminum sulfate
Catawba Works	5424 Cureton Ferry Road, Catawba, SC, 29704, USA	Manufacture and distribution of aluminum sulfate
Middletown Works	305 Richmond Street, Middletown, OH, 45042, USA	Manufacture and distribution of aluminum sulfate
Toledo Works	1661 Campbell Street, Toledo, OH, 43607, USA	Manufacture and distribution of aluminum sulfate
Dalhousie Plant	Blair Malcom Road, Dalhousie Plant, NB, E0K 1B0, Canada	Manufacture and distribution of aluminum sulfate
Barnet Plant	8655 Barnett Highway, Barnet, BC, V0M 1E0, Canada	Manufacture and distribution of aluminum sulfate
Valleyfield Plant	Clark Island, Valleyfield, QC, J6S 5G5, Canada	Manufacture and distribution of aluminum sulfate
Thorold Plant	1686 Beaverdams Road, Thorold, ON, L2V 3Y7, Canada	Manufacture and distribution of aluminum sulfate
Chemtrade Refinery Services (OK)	5201 West 21st Street, Tulsa, OK, 74107, USA	Manufacture and distribution of commercial and ultra-pure grades sulfuric acid and sodium bisulfite
Chemtrade West US LLC	525 Castro Street, Richmond, CA, 94801, USA	Manufacture and distribution of sulfuric acid
Chemtrade Solutions LLC	8579 North Texas Road, Anacortes, WA, 98221, USA	Manufacture and distribution of sulfuric acid, regeneration of spent sulfuric acid and operation of a sulfur recovery unit
Chemtrade Solutions Inc.	1400 Olin Rd., Beaumont, TX, 77705-5754, USA	Manufacture and distribution various grades sulfuric acid and sodium bisulfite
Chemtrade Logistics	440 North 9th Street, Lawrence, KS, 66044, USA	Manufacture and distributions of Phosphorous pentasulfide
Chemtrade Solutions Inc.	140 Goes in Lodge Rd, Riverton, WY, 82501-9100, USA	Manufacture and distribution of commercial and ultra-pure grades sulfuric acid and sodium bisulfite
Vancouver Works	2611 West 26th Street Extension, Vancouver, WA, 98660, USA	Manufacture and distribution of aluminum sulfate

Attachment: Bid - Chemtrade Chemicals US LLC (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

TAB III

REQUIRED FORM SUBMITTALS

SUPPLIER SERVICES AGREEMENT
Delivery of Liquid Aluminum Sulfate
(ALUM)
Request for Proposal (RFP) 22-WW-01

THIS AGREEMENT is made and entered into this 20TH day of JAN, 2022, by and between CHEMTRADE CHEMICALS US LLC, duly authorized to conduct business in the State of Florida and whose address is 90 EAST HALSEY ROAD, SUITE 200 PARSIPPANY, NJ 07054, hereinafter, called "SUPPLIER" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #22-WW-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from SUPPLIER, constitute the entire Agreement between CITY and SUPPLIER. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for 5 years renewed every year after the cost per ton quote is received, evaluated and accepted from the date of award per the terms and conditions of the RFP.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the SUPPLIER a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the SUPPLIER will invoice the City monthly based upon the SUPPLIER's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Valerie Manning, City Clerk
 City of Holly Hill
 1065 Ridgewood Ave.
 Holly Hill, FL 32117
 (386)248-9441

For Supplier:

PARUL KACHHIA-PATEL, MARKETING SPECIALIST (Name, Title)
CHEMTRADE CHEMICALS US LLC (Company)
90 EAST HALSEY ROAD, SUITE 200 (Address)
PARSIPPANY, NJ 07054 (City, State, Zip)
800-441-2659 (Phone)

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed

22-WW-01 Liquid Aluminum Sulfate (ALUM)

pg. 21

reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND SUPPLIER HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

FIRMS

By: _____

PARUL KACHHIA-PATEL, MARKETING SPECIALIST

Dated: JANUARY 20, 2022

WITNESSES:

Renela Norton

Elizabeth Reyna

Attachments: A. RFP # 22-WW-01

B. Firm Response to RFP

Approved by the City Commission of the City of
Holly Hill at a meeting held on this _____
day of _____, 2022 under
Agenda Item No. _____.

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Proposal.

Proposer should check off each of the following items as the necessary action is completed:

- ☒ The standard contract/ agreement has been signed and included.
- ☒ All applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Qualification Form is included.
- ☒ Any addenda have been signed and included.
- ☒ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

- ☒ The mailing envelope **must be sealed and marked** with Proposal Number "RFP # 22-WW-01, Proposal Title "Liquid Aluminum Sulfate (ALUM)" and Due Date "February 1, 2022 @ 10:00 am".
- ☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

CHEMTRADE CHEMICALS US LLC

Company

Authorized Signature

PARUL KACHHIA-PATEL
MARKETING SPECIALIST

Printed Name & Title

bids@chemtradelogistics.com
973-515-4461

Email Fax No.

90 EAST HALSEY ROAD, SUITE 200

Address

PARSIPPANY, NJ 07054

City, State, Zip Code

800-441-2659

Telephone No.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

CHEMTRADE CHEMICALS US LLC
Company

90 EAST HALSEY ROAD, SUITE 200

Address

Parul Kachhia Patel
Authorized Signature

PARSIPPANY, NJ 07054

City, State, Zip Code

PARUL KACHHIA-PATEL, MARKETING SPECIALIST

800-441-2659

Printed Name & Title

Telephone No.

bids@chemtradelogistics.com

973-515-4461

Email

Fax No.

State of NEW JERSEY)

City of MORRIS)

SUBSCRIBED AND SWORN to before me this 20TH day of JANUARY, 20 22, by PARUL KACHHIA-PATEL, who is personally known to me to be the MARKETING SPECIALIST for the Firm, OR who produced the following identification:

Christine LaSala

Notary Public

Christine A. LaSala
NOTARY PUBLIC OF NEW JERSEY
Commission # 50152901
My Commission Expires 3/4/2028

My Commission Expires: _____

Attachment: Bid - Chemtrade Chemicals US LLC (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
<10%	SUPPLY OF LIQUID ALUMINUM SULFATE	\$ 1,100,000.00 (ESTIMATED)
50%-75%	SUPPLY OF LIQUID ALUMINUM SULFATE	\$ 210,000.00 (ESTIMATED)
>76%	SUPPLY OF LIQUID ALUMINUM SULFATE	\$ 175,000.00 (ESTIMATED)

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

ALL CURRENT PROJECTS WHERE WE WERE THE CANDIDATE FOR AWARD HAVE HAD CONTRACTS EXECUTED

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

☒ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

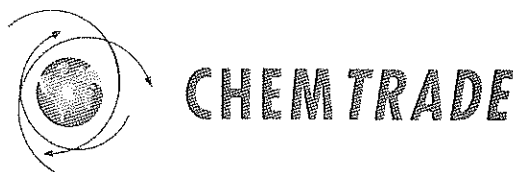
PLEASE SEE ATTACHED

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. Fees must be listed individually by contract or project and then summarized as a total dollar amount. Attach additional page if necessary.

* \$ 0.00 Total Fees for work done on all City projects

*NO ACTIVITY WITH THE CITY OF HOLLY HILL, FL WITHIN THE LAST 5 YEARS



City of Holly Hill
 Bid #22-WW-01
 Bid Due: FEBRUARY 1, 2022 @ 10 AM

RE: STATEMENT OF LITIGATION

- i. General Chemical Performance Products LLC, now Chemtrade Chemicals US LLC ("Chemtrade"), and certain of its affiliates had been named as defendants in several litigations in federal district court for the District of New Jersey, alleging anticompetitive conduct and related claims with respect to the sale of liquid aluminum sulfate. The named plaintiffs in these actions included U.S. municipalities, and certain private entities. Those cases were settled without any admission of liability. General Chemical Performance Products LLC, now Chemtrade Chemicals US LLC, and certain of its affiliates, were also named defendants in certain state qui tam lawsuits filed by an ex-employee, alleging, among other claims, violations of false claims act statutes, based on the same general conduct alleged in the New Jersey actions. General Chemical Performance Products LLC, now Chemtrade Chemicals US LLC, and its affiliates and current officers, directors and employees, have not been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract. In connection with the subject matter of these legal proceedings, one ex-employee was indicted (but the indictment was subsequently dismissed) and another pled guilty to a violation of the Sherman Act. However, these employees were terminated in 2011 and 2010 respectively, and have not been associated with the company since that time.
- ii. James and Heather Harrington vs. Chemtrade Chemicals US LLC [and other defendants], filed December 22, 2021 – State Court of Gwinnett County, State of Georgia. Plaintiffs allege that Mr. Harrington's chemical burns were a result of Chemtrade's negligence. There has been no finding of negligence on Chemtrade's part. Case is pending.
- iii. Chemtrade Chemicals US LLC vs. Fibrant, LLC, Fibrant B.V. and Chemicainvest Holding B.V., September 23, 2016 - Superior Court of Gwinnett County, Georgia. Chemtrade [as plaintiff] filed for damages relating to breach of contract. Case still pending.
- iv. Other non-material claims or lawsuits are in the ordinary course of Chemtrade's business. None of these claims or lawsuits have a material adverse impact on Chemtrade's ability to carry out its obligations under the applicable bid, if awarded the contract.

Feel free to let me know if you need any additional information or have any questions.

Parul Kachhia-Patel
 Marketing Specialist
 Phone: (800) 441-2659 Ext. 1855
 Fax: (973) 515-4461
 Email: bids@chemtradelogistics.com

Chemtrade Chemicals US LLC
 90 East Halsey Road
 Parsippany, NJ 07054
 Web Site: www.chemtradelogistics.com

REFERENCES:Bank(s) Maintaining Account(s): PLEASE SEE ATTACHED BANK REFERENCESurety/Underwriter: (if required) N/A

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

(UNDER PRESENT NAME)

☒ Corporation/Years in Business: 7YR. If firm is a corporation, please list state in which it is incorporated: DELAWARE. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

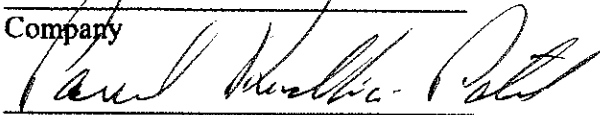
☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

CHEMTRADE CHEMICALS US LLC

Company



Authorized Signature

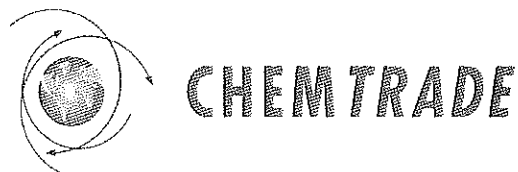
PARUL KACHHIA-PATEL
MARKETING SPECIALIST

90 EAST HALSEY ROAD, SUITE 200

Address

PARSIPPANY, NJ 07054

City, State, Zip Code



BANK REFERENCE

Below is our **Corporate Banking/Credit Inquiry Information:**

Name: JPMorgan Chase
Address: Detroit Foreign Corp.
611 Woodward Ave. MI1-8060
Detroit, MI 48226
Phone No.: 313-256-2318 Fax No.: 313-256-0355
Contact Name: Pat Flemister

Chemtrade Chemicals US LLC
90 East Halsey Road
Parsippany, NJ 07054
Web Site: www.chemtradelogistics.com

Attachment: Bid - Chemtrade Chemicals US LLC (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP NO. 22-WW-01 "Liquid Aluminum Sulfate (ALUM)"

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

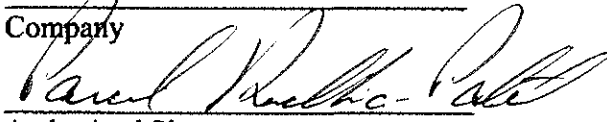
The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP # 22-WW-01**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 20TH day of JANUARY, 2022 in the City of PARSIPPANY, in the State of NEW JERSEY.

CHEMTRADE CHEMICALS US LLC

Company



Authorized Signature

PARUL KACHHIA-PATEL
MARKETING SPECIALIST

90 EAST HALSEY ROAD, SUITE 200

Address

PARSIPPANY, NJ 07054

City, State, Zip Code

Attachment: Bid - Chemtrade Chemicals US LLC (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | | |
|--|--|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements. |
| ☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per
occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Supplier/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Supplier/Vendor/Consultant or anyone employed or utilized by the Supplier/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
| This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill. | |
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Supplier shall ensure that all sub-suppliers comply with the same insurance requirements that he is required to meet. The same Supplier shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Holly Hill must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFP Number 22-WW-01 and Liquid Aluminum Sulfate (ALUM)**

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

INSURANCE CERTIFICATE IS PROVIDED-SEE ATTACHED

Company	Address
Authorized Signature	City, State, Zip Code
Printed Name & Title	Telephone No.
Email	Fax No.
Insurance Agency	
Signature of Proposer's Agent	



CERTIFICATE OF LIABILITY INSURANCE

DATE 01/22/2022 5.2.d

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

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

PRODUCER Marsh USA, Inc. 9830 Colonnade Blvd, Suite 400 San Antonio, TX 78230	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:
CN102200184-STND-GAWUL-21-22	INSURER(S) AFFORDING COVERAGE INSURER A : Berkley National Insurance Company INSURER B : Liberty Mutual Insurance Company INSURER C : N/A INSURER D : N/A INSURER E : INSURER F :
INSURED Chemtrade Logistics Income Fund all its subsidiaries and all other locations in Canada and the United States of America of each of the Named Insured as listed in Schedule "A" hereto 155 Gordon Baker Road, Suite 300 Toronto, ON M2H3N5 CANADA	NAIC # 38911 23043 N/A N/A

COVERAGES **CERTIFICATE NUMBER:** HOU-003880730-02 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR: \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		AGN 5700000-11	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 4,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100 MED EXP (Any one person) \$ 5 PERSONAL & ADV INJURY \$ 1,000 GENERAL AGGREGATE \$ 4,000 PRODUCTS - COMP/OP AGG \$ 4,000
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		AS1-B71-072790-061 AS1-B71-072790-071	05/01/2021 05/01/2021	05/01/2022 05/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N N/A	WA2-B7D-072790-081 WC2-B71-072790-011	05/01/2021 05/01/2021	05/01/2022 05/01/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000 E.L. DISEASE - POLICY LIMIT \$ 1,000

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

Re: Bid Number: 22-WW-01 For supplying Liquid Aluminum Sulfate.

City of Holly Hill is included as additional insured with respect to General Liability where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Holly Hill 1065 Ridgewood Avenue Holly Hill, FL 32117	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
---	--

© 1988-2016 ACORD CORPORATION. All rights reserved.

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom you have agreed in writing in a contract or agreement that should be added as an Additional Insured on your policy.	All locations that are listed in the written contracts or agreements.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Attachment: Bid - Chemtrade Chemicals US LLC (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization should be added as an Additional Insured on your policy.	All locations that are listed in the written contracts or agreements.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☒ YES
☐ NO

CHEMTRADE CHEMICALS US LLC

Company

Authorized Signature

PARUL KACHHIA-PATEL, MARKETING SPECIALIST

Printed Name & Title

bids@chemtradelogistics.com

Email

90 EAST HALSEY ROAD, SUITE 200

Address

PARSIPPANY, NJ 07054

City, State, Zip Code

800-441-2659

Telephone No.

973-515-4461

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of NEW JERSEY

County of MORRIS

PARUL KACHHIA-PATEL, being first duly sworn, deposes and says that:

He/she is MARKETING SPECIALIST of CHEMTRADE CHEMICALS, Proposer that has submitted the attached Qualification; US LLC

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

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

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

CHEMTRADE CHEMICALS US LLC
Company

Parul Kachhia Patel
Authorized Signature

PARUL KACHHIA-PATEL, MARKETING SPECIALIST
Printed Name & Title

bids@chemtradelogistics.com
Email

90 EAST HALSEY ROAD, SUITE 200
Address

PARSIPPANY, NJ 07054
City, State, Zip Code

800-441-2659
Telephone No.

973-515-4461
Fax No.

Subscribed and sworn to before me this 20th day of JANUARY, 20 22.

Christine A. LaSala

Title

Christine A. LaSala
NOTARY PUBLIC OF NEW JERSEY
Commission # 50152901
My Commission Expires 3/4/2026

My Commission Expires: _____

ACKNOWLEDGEMENTS
RFP # 22-WW-01 Liquid Aluminum Sulfate (ALUM)

To: City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

From : CHEMTRADE CHEMICALS US LLC
90 EAST HALSEY ROAD, SUITE 200
PARSIPPANY, NJ 07054

The Supplier agrees to provide Liquid Aluminum Sulfate (ALUM) to the Waste Water Treatment Plant as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Supplier has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the Liquid Aluminum Sulfate (ALUM) called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals shall be for 5 years renewed every year after the cost per ton quote is received, evaluated and accepted from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Supplier each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Supplier and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Supplier, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Supplier shall guarantee Liquid Aluminum Sulfate (ALUM) TWO (2) calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 20TH day of JANUARY, 2022
(Month) (Year)

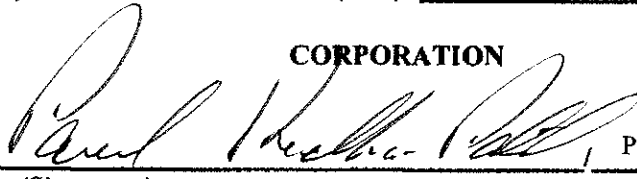
INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____ 5

Taxpayer Identification Number (TIN): _____

By:  **CORPORATION**
(Signature) (Print name) PARUL KACHHIA-PATEL
MARKETING SPECIALIST

Address: 90 EAST HALSEY ROAD, SUITE 200
PARSIPPANY, NJ 07054

Telephone: (800) 441-2659 Fax: (973) 515-4461

Taxpayer Identification Number (TIN/EIN): 74-3104940

State Under Which Corporation Was Chartered:
DELAWARE

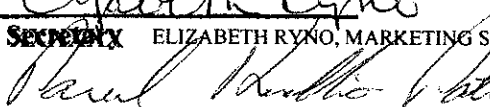
Corporate President: SCOTT ROOK
(Print Name)

Corporate Secretary: SUSAN PARE
(Print Name)

Corporate Treasurer: ROHIT BHARDWAJ
(Print Name)

CORPORATE SEAL

Attest By: 
Secretary ELIZABETH RYNO, MARKETING SPECIALIST

Signature:  Date: JANUARY 20, 2022
PARUL KACHHIA-PATEL, MARKETING SPEICALIST

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

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

Valerie Manning, City Clerk

386-248-9441

vmanning@hollyhillfl.org

1065 Ridgewood Ave

Holly Hill, FL 32117

A provision that requires the Supplier to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Supplier does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Supplier or keep and maintain public records required by the public agency to perform the service. If the Supplier transfers all public records to the public agency upon completion of the contract, the Supplier shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Supplier keeps and maintains public records upon completion of the contract, the Supplier shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: CHEMTRADE CHEMICALS US LLC

Authorized representative (printed): PARUL KACHHIA-PATEL, MARKETING SPECIALIST

Authorized representative (signature): 

Project Number: 22-WW-01

Date: JANUARY 20, 2022

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: ST. JOHNS COUNTY
 Address: 500 SAN SABASTIAN VIEW, ST. AUGUSTINE, FL 32086
 Point of Contact: DAVID E. PYLE, PURCHASING COORDINATOR
 Phone #: 904-209-0150 Email address: dpyle@sjcfl.us
 Service(s) Provided: SUPPLY OF LIQUID ALUMINUM SULFATE
 Dates of Service: CURRENT CONTRACT JANUARY 20, 2022-JANUARY 19, 2024
2. Name of Company: GAINESVILLE REGIONAL UTILITIES
 Address: 301 S.E. 4TH AVENUE, GAINESVILLE, FL 32601
 Point of Contact: ROBBIN ODOWSKI, BUYER ANALYST
 Phone #: 352-393-1209 Email address: odowskirr@gru.org
 Service(s) Provided: SUPPLY OF LIQUID ALUMINUM SULFATE
 Dates of Service: CURRENT CONTRACT OCTOBER 11, 2018-SEPTEMBER 30, 2023
3. Name of Company: CITY OF TALLAHASSEE
 Address: 300 SOUTH ADAM ST, TALLAHASSEE, FL 32301
 Point of Contact: ED VALLA, PURCHASING AGENT
 Phone #: 850-891-8346 Email address: ed.valla@talgov.com
 Service(s) Provided: SUPPLY OF LIQUID ALUMINUM SULFATE
 Dates of Service: CURRENT CONTRACT MARCH 1, 2019-FEBRUARY 28, 2022
4. Name of Company: JE A JACKSONVILLE ELECTRIC AUTHORITY
 Address: 21 WEST CHURCH STREET, JACKSONVILLE, FL 32202
 Point of Contact: RODNEY LOVGREN, BUYER
 Phone #: 904-528-9350 Email address: lovegrd@jea.com
 Service(s) Provided: SUPPLY OF LIQUID ALUMINUM SULFATE
 Dates of Service: CURRENT CONTRACT SEPTEMBER 1, 2019 -AUGUST 30, 2022

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by PARUL KACHHIA-PATEL, MARKETING SPECIALIST

(Print Individual's Name and Title)

for CHEMTRADE CHEMICALS US LLC

(Print Name of Entity Submitting Sworn Statement)

whose business is 90 EAST HALSEY ROAD, SUITE 200, PARSIPPANY, NJ 07054

and (if applicable) its Federal Employer Identification Number (FEIN) is 74-3104940

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

with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

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

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

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

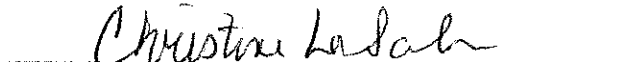
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM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



(Signature) PARUL KACHHIA-PATEL
MARKETING SPECIALIST

Sworn and subscribed before me this 20TH day of JANUARY, 2022.

Personally known XX

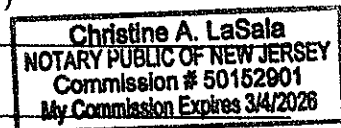

(Notary)

OR produced identification _____

Notary Public State of _____

My commission expires: _____

(Type of Identification)



VENDOR INFORMATION

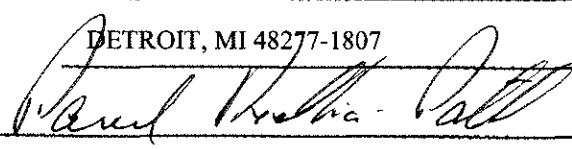
Vendor is:

- ☒ Corporation (LLC)
☐ Partnership
☐ Sole Proprietorship
☐ Other _____ (Explain)

Federal Employer Identification Number: 74-3104940Firm Name: CHEMTRADE CHEMICALS US LLC
 Mailing Address: 90 EAST HALSEY ROAD, SUITE 200
PARSIPPANY, NJ 07054
Telephone No. 800-441-2659 Fax No.: 973-515-4461Email Address: bids@chemtradelogistics.com Web Address: www.chemtradelogistics.com

If remittance address is different from the mailing address so indicate below.

Firm Name: CHEMTRADE CHEMICALS US LLC
 Remittance Address: DEPT #771807,
P.O. BOX 77000

 Submitted by: DETROIT, MI 48277-1807

Name & Title Printed: PARUL KACHHIA-PATEL, MARKETING SPECIALIST

Attachment: Bid - Chemtrade Chemicals US LLC (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.				
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) CHEMTRADE CHEMICALS CORPORATION					
	Business name, if different from above CHEMTRADE CHEMICALS US LLC (74-3104940)					
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☒ Limited liability company Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ...C... ☐ Exempt payee 5					
	Address (number, street, and apt. or suite no.) 90 EAST HALSEY ROAD, SUITE 200					
	City, state, and ZIP code PARSIPPANY, NJ 07054					
List account number(s) here (optional)		Requester's name and address (optional)				
Part I Taxpayer Identification Number (TIN)						
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Social security number</td> <td style="width: 40%;">or</td> </tr> <tr> <td>Employer identification number 74 3104940</td> <td></td> </tr> </table>			Social security number	or	Employer identification number 74 3104940	
Social security number	or					
Employer identification number 74 3104940						
Part II Certification						
Under penalties of perjury, I certify that:						
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).						
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.						
Sign Here	Signature of U.S. person ▶ <i>Parul Kachhia-Patel</i>	Date ▶ JANUARY 20, 2022				
General Instructions						
Section references are to the Internal Revenue Code unless otherwise noted.						
Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:						
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued). 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.						
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.						
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:						
• An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7).						
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.						
The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:						
• The U.S. owner of a disregarded entity and not the entity,						

Cat. No. 10231X

Form **W-9** (Rev. 10-2007)

Cut and use this label for Proposal Package

CITY OF HOLLY HILL
CITY CLERK
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

RFP# 22-WW-01

LIQUID ALUMINUM SULFATE (ALUM)

OPENING DATE/TIME:
February 1, 2022
by 10:00 a.m.

Attachment: Bid - Chemtrade Chemicals US LLC (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

TAB IV

PRICE PROPOSAL FORM

PROPOSAL PRICING FORM
RFP 22-WW-01
Liquid Aluminum Sulfate (ALUM)

RFP Date: January 4th, 2022

TO: The City of Holly Hill, Florida

FROM: CHEMTRADE CHEMICALS US LLC

Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-Supplier work, all taxes, all insurance, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Fee Proposal**.

Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the **Proposal Form** must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

In accordance with the RFP to provide the completed work for the delivery of Liquid Aluminum Sulfate (ALUM) to the Waste Water Treatment Plant for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the Liquid Aluminum Sulfate (ALUM) is follows:

To be furnished in accordance with the following general specifications and shall conform to standards prescribed by the standard B403-## MOST RECENT STANDARDS.

Bidders shall provide an affidavit of compliance with the requirements of **B403-03 OR MOST RECENT STANDARDS**, product specifications or certificate of analysis, and a Material Safety Data Sheet with the bid form.

The liquid Aluminum Sulfate (Alum) shall have a minimum 48 percent Alum or 8 percent Al_2O_3 and water-insoluble matter shall not to exceed 0.2 percent

Each shipment will be accompanied by a chemical analysis to show that it conforms to specifications.

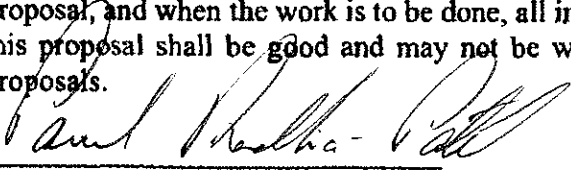
The liquid Aluminum Sulfate (Alum) shall be delivered into two (2) 3,250 gallon storage tank located at City of Holly Hill Waste Water Treatment Plant, located at 453 LPGA Boulevard, Holly Hill, Florida. Delivery truck will need a minimum of 15' of 3" hose with 3" quick connect. City of Holly Hill's quick connect will be 3" male fitting.

All deliveries shall be F.O.B. City of Holly Hill Waste Water Treatment Plant, located at 453 LPGA Boulevard, Holly Hill, Florida. Delivery will be accepted between 7:00 a.m. to 3:00 p.m. -- Monday through Friday as needed and shall be made within forty eight (48) hours upon notification of need.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF HOLLY HILL RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Total Cost Per Ton Delivered: \$405.00/PER DRY TON

The City reserves the sole prerogative whether or not to order / contract for any and all work listed in this proposal, and when the work is to be done, all in the best interests of the City. The respondent agrees that this proposal shall be good and may not be withdrawn for a period of 180 days after the opening of proposals.


Authorized Signature

PARUL KACHHIA-PATEL
MARKETING SPECIALIST

Printed Name & Title

CHEMTRADE CHEMICALS US LLC

Company

JANUARY 20, 2022

Date

90 EAST HALSEY ROAD, SUITE 200

Address

PARSIPPANY, NJ 07054

City, State, Zip Code

800-441-2659

Telephone No.

bids@chemtradelogistics.com

Email Address.

Attachment: Bid - Chemtrade Chemicals US LLC (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

TAB V

ADDENDUMS



**ADDENDUM NUMBER 1
RFP 22-WW-01
LIQUID ALUMINUM SULFATE (ALUM)
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-WW-01** for the above request for **LIQUID ALUMINUM SULFATE (ALUM)** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

- Q1 Do you have a start date for the contract so we know the initial performance period? Can you confirm the we need to only fix the price for 1 year?
- A1. The price is fixed for the first year. The initial period will run from February 15, 2022 to February 15, 2023. After the first year the City will evaluate pricing which is due no later than December 1 of each year.
- Q2 What are you currently paying per ton?
- A2. \$234.25 per dry ton.
- Q3 Who is the current supplier?
- A3. C&S Chemicals 4180 Providence Rd., Marietta, GA 30062
- Q4 Can I get the most recent bid tabulation?
- A4. There is no recent bid tabulation. Current.

Signature acknowledges receipt and understanding of this addendum.

Parul Kachhia-Patel
PARUL KACHHIA-PATEL, MARKETING SPECIALIST

Name/Title

JANUARY 20, 2022

Date



**ADDENDUM NUMBER 2
RFP 22-WW-01
LIQUID ALUMINUM SULFATE (ALUM)
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-WW-01** for the above request for **LIQUID ALUMINUM SULFATE (ALUM)** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

- Q1 What is your average shipment size?
- A1. 24 wet tons every delivery.
- Q2 Is the volume listed 190 tons on pg 6 per dry or liquid ton?
- A2. Dry tons.
- Q3 On pg 10 tab II, documents, please clarify further on the requirements for professional cert/licenses and affiliations and/or memberships.
- A3. If there are any certifications, licenses, affiliation, or memberships required for the manufacturing, testing, or shipment of the product, the bidder will be required to procure them. This applies to EPA, DOT, FLDEP, or any other organizations.
- Q4 Please clarify on pg 24 your definition of “major work” and “current projects”. Also on pg 24, please provide clarification on “total fee”. We are not sure how that applies to supply chemicals.
- A4. Provide a list of current facilities you supply.
- Q5 Could you please provide the previous bid tabulations for the Aluminum Sulfate?
- A5. Attached Peace River bid opening.
- Q6 Could you provide an estimated delivery Qty? I see that there are (2) 3,250 gal tanks so does that mean it could be between 3,000 – 5,000 gal deliveries?
- A6. The City orders 24 wet tons every delivery and confirms that it can receive 24 wet tons at the specified concentration.

Parul Kachhia Patel

Signature acknowledges receipt and understanding of this addendum.

PARUL KACHHIA-PATEL, MARKETING SPECIALIST

	Name/Title
JANUARY 24, 2022	Date

Attachment: Bid - Chemtrade Chemicals US LLC (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

TAB VI

ADDITIONAL INFORMATION



CHEMTRADE

DELEGATION OF AUTHORITY

I, Scott Rook, President and Chief Executive of Chemtrade Chemicals US LLC, a Delaware limited liability company ("Chemtrade"), do hereby delegate and appoint the following agents of Chemtrade to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Marketing Group of the company:

Parul Kachhia-Patel	Lisa Brownlee	Paul Peters	Elizabeth Ryno
Leilina Gossa	Christine LaSala	Delana Peralta	Michele Schroeder

Set forth below is a certified copy of the resolution of Chemtrade authorizing such action.

Dated as of the 8th day of April, 2021

Scott Rook
President and Chief Executive Officer

CERTIFICATE OF SECRETARY

I, Susan Pare, hereby certify that I am the Corporate Secretary of Chemtrade Chemicals US LLC ("Chemtrade") and that set forth below is a true and correct copy of the resolution of the Board of Managers of Chemtrade, adopted by unanimous written consent as of the 10th day of November, 2003 and that the same has not been modified or revoked and is on the date hereof in full force and effect:

RESOLVED that any officer of the Company be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.

I FURTHER CERTIFY that Scott Rook is the duly elected President and Chief Executive Officer of Chemtrade and holds such offices on the date hereof, that Mr. Rook is, in his capacity as President and Chief Executive Officer is authorized to represent and bind Chemtrade in all matters including, but not limited to, contracts and that set forth below is the genuine signature of such officer:

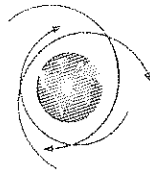
Scott Rook
President and Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Company to be affixed effective this 8th day of April, 2021.

Seal

Susan Pare
Corporate Secretary

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659



CHEMTRADE

Water Treatment Group

90 East Halsey Road
Parsippany, NJ 07054
Tel: 1-800-441-2659
Fax: (973) 515-4461

ABOUT CHEMTRADE CHEMICALS US, LLC

Chemtrade Chemicals US, LLC is a worldwide supplier of water treatment and performance chemicals with our roots dating back to 1899. Chemtrade Chemicals operates a network of manufacturing and storage facilities, including 37 water chemical facilities located in Canada and across the United States.

We operate the largest number of alum manufacturing plants in North America and are a technical driving force in the water and waste treatment industries. We offer a broad line of aluminum chemistry: polyaluminum hydroxychloride formulated aluminum sulfate products, aluminum chloride and formulated products aluminum chloride, along with many grades of aluminum sulfate (liquid and dry), ammonium sulfate, polymers, and ferric sulfate.

Our facilities are supported by a domestic and international network of technical and customer service support. We also operate warehousing and distribution centers, rail, barge and truck fleets, and sales offices linked by one of the industries most advanced computer-based customer service systems.

Chemtrade Chemicals uses a combination of private truck and common carriers to ship our products. We have established long term quality partnerships with selected suppliers across the continental United States and Canada to service our numerous water treatment chemical plants.

Chemtrade Chemicals' Technical Service and Sales Team are always available to assist the customer in determining the most efficient and cost saving product for their treatment needs. We offer a broad range of water treatment chemicals that can be tested through bench and full-scale trials. Our Technical Advisors can recommend alternate products or ways to optimize current products/systems to gain cost savings and quality performance.

We strive to supply the highest quality in both products and services. Chemtrade Chemicals water treatment manufacturing plants have earned ISO 9001:2008 certifications. Chemtrade is a member of the Chemistry Industry Association of Canada (CIAC) and supports and adheres to the Association's Responsible Care® ethic and its Codes of Practices.

Value Added Services:

- **Technical Service:** Syracuse Technical Center is available to our customers, free of charge. Our technical team can handle and assist specification and application questions. In addition, we can offer bench test and full scale testing; offer suggestions on which products would benefit the individual plants and how to optimize there use. We can offer frequent technical visits.
- **24 Hour Customer Service:** Chemtrade Chemicals US, LLC's Customer Service Hotline is available 24 hours a day, 7 days a week, and 365 days a year. After normal business hours, the scheduled on-call Customer Service Representative is available to handle any emergency shipments.
- **Over 30 manufacturing sites** located across the United States and Canada allow us to ship our customers, even under emergency or force majeure situations. Chemtrade is able to utilize back-up facilities if a disruption comes to one location to avoid interruption of service to our customers. This advantage enables Chemtrade to assist municipalities not currently supplied by us if their primary supplier is unable to supply for any reason whatsoever.



90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659
Fax: 973-515-4461

QUALITY & TECHNICAL QUALIFICATIONS

All of Chemtrade manufacturing locations, technical laboratories and technical centers are certified laboratories and are ISO 9001:2008 certified. Additionally the products that we are bidding on meet both NSF/ANSI Standard 60 AWWA Standard s in every respect. To maintain these certifications we comply with their standards and are available for the audits required by both NSF and AWWA. Chemtrade responds accordingly to any finding that they may have.

Each individual plant has a testing laboratory. Before each shipment is sent out, a sample is taken and tested to ensure all standards are met. This procedure is covered under our ISO certification.

All Chemtrade facilities are subject to a number of environmental regulations that address water, air, soil, groundwater and hazardous waste issues. Chemtrade is in full compliance with these laws as evidenced by internal audits and periodic agency inspections.

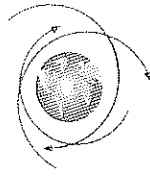
Chemtrade is a member of the Chemistry Industry Association of Canada (CIAC) and supports and adheres to the Association's Responsible Care® ethic and its Codes of Practices.

Responsible Care® is a global voluntary initiative of the chemical industry and is a unique ethic for the safe and environmentally sound management of chemicals. It also guides companies towards environmental, societal, and economic sustainability.

Chemtrade's EHS policy is attached. In addition, systems are in place to ensure the proper internal and regulatory reporting occurs in the event of an environmental released. This includes the use of CHEMTREC for all transportation related emergencies.

Attachment: Bid - Chemtrade Chemicals US LLC (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

Water Treatment Group



CHEMTRADE

90 East Halsey Road
Parsippany, NJ 07054
Tel: 1-800-441-2659
Fax: (973) 515-4461

Karen E. Ruehl, Ph.D.
Technical Director – Water Treatment Chemicals
kruehl@chemtradelogistics.com
636-230-2915

EDUCATION

Doctorate of Philosophy – Polymer Chemistry – Carnegie Mellon University – 1992
Master of Science – Polymer Science - Carnegie Mellon University – 1989
Colorado College – Chemistry Major - 1986

PROFESSIONAL EXPERIENCE

Dr. Ruehl is responsible for all aspects of Chemtrade's Water Chemical's technical customer support, quality programs, and technical training. Product line includes alum, ferric sulfate, PACl (polyaluminum chloride), and ACH (aluminum chlorohydrate) as well as specialty blend products.

Over the past 17 years with Chemtrade (Previously General Chemical), Dr. Ruehl has gained considerable experience from visits to hundreds of water plants across North America. Her expertise focuses on coagulation as a means to improve water quality and overall operations. She has published a number of articles as well as made multiple technical presentations at both the local and national level on coagulation.

Prior to becoming Technical Director, Dr. Ruehl headed up then General Chemical's Enhanced Coagulant product line, which includes aluminum chlorohydrate, polyaluminum chloride, and specialty blend products. She was instrumental in customer oriented product development which entailed coagulant design specifically geared toward meeting water quality issues.

Steven M. Faigen
Sr. Engineer - Technical Services
 Chemtrade Solutions LLC
 1421 Willis Avenue
 Syracuse, New York 13204
 office: (315) 478-2323 / cell: (315) 430-7650
 email: sfaigen@chemtradelogistics.com

Education

State University of New York College of Environmental Science and Forestry:
 Bachelor of Science in Paper Science and Engineering – 1981

Professional Experience – General Chemical/Chemtrade (August 1989 to Present)

- Corporate administrator of NSF/ANSI Standard 60 for Drinking Water Treatment Chemicals program, with responsibilities covering over 40 manufacturing facilities.
- Performs testing and trials for application of new and existing products as a coagulant at water and wastewater treatment facilities, as a retention, drainage and/or sizing aid on paper machines at paper mills, and as a waste treatment additive for various animal production facilities.
- Presents technical and safety training seminars to water utilities, paper mills, engineering firms, and professional organizations.
- Designs, constructs and evaluates chemical feed systems for paper mill, potable water, and industrial/agricultural wastewater treatment applications.
- Manager of corporate Salesforce.com customer relationship management (CRM) system.
- Integrates computer software technology with the streamlining of Syracuse Technical Center operations, corporate marketing, and manufacturing support.
- Co-manager of company web sites' content and documents linked to the sites.
- Co-inventor of US Patent 7,067,100, "Liquid Ferric Sulfate Manufacturing Process".
- Maintains and rebuilds process control equipment.
- Designs and builds field testing instrumentation.

Professional Memberships / Qualifications

- American Water Works Association (AWWA)
- Water Environment Federation (WEF)
- North American Lake Management Society (NALMS)

Water Chemical Group
90 East Halsey Road

Parsippany, NJ 07054



CHEMTRADE

Suite 200

Phone: 800-441-2659

Fax: 973-515-4461

CONTACT AND EMERGENCY INFORMATION

Normal operating business hours are Monday – Friday 8:00 AM to 5:00 PM E.S.T.

To place orders, contact your Customer Service Representative:

Shannon Clough

844-204-9672

E-mail: cssorders@chemtradelogistics.com

Fax: (647) 255-3655

After normal business hours, for emergencies please call 1-647-531-9709 and the on-call Customer Service Representative will be available to assist you. This number will also be provided if you call the regular Customer Service line.

For Technical Service: Call (315) 478-2323 or visit our website at <http://www.chemtradelogistics.com>

Corporate/Sales Office & Bids Address

Chemtrade Chemicals US, LLC

90 East Halsey Road

Parsippany, NJ 07054

Michele Schoeher, Business Manager

Phone: 973-515-1841

Email:

mscoeher@chemtradelogistics.com

Vincent Martin

Phone: 704-904-3003

Email:

vmartin@chemtradelogistics.com

Bid/Contract Information:

Parul Kachhia-Patel

Phone: (800)-441-2659

Fax: (973)-515-4461

E-mail: Bids@chemtradelogistics.com

Attachment: Bid - Chemtrade Chemicals US LLC (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)



March 9, 2018

*****CHANGE TO REMITTANCE ADDRESS NOTIFICATION***

Dear Valued Customer:

Effective immediately your Remit to Address for CHECK payments has changed to:

CHEMTRADE CHEMICALS US LLC
DEPT # 771807
P.O. BOX 77000
DETROIT, MI 48277-1807

Effective immediately your Remit to Address for EFT payments has changed to:

J.P. MORGAN CHASE BANK
611 WOODWARD AVENUE
DETROIT, MI 48226
ABA # (WIRES): 021000021
ABA # (ACH): 072000326
ACCOUNT #: 580079692
SWIFT ID: CHASUS33

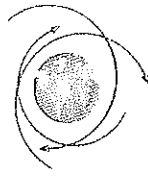
*****This change is for CHEMTRADE CHEMICALS US LLC only*****

Any payment detail should be sent to: paymentdetail@chemtradelogistics.com
Any inquiries can be directed to: credit@chemtradelogistics.com

We appreciate your business and assistance with this change.

Thank you,

Mustafa Kamal
Credit Manager
Chemtrade Logistics Inc.
155 Gordon Baker Road, Suite 300
Toronto, Ontario
Canada M2H 3N5
(Office) 647-259-3144
(Toll Free) 866-887-8805
(Fax) 416-496-1504



PRODUCT CERTIFICATION

Chemtrade Chemicals US LLC certifies that all grades of Aluminum Sulfate as produced by our manufacturing locations will meet National Sanitation Foundation Standard 60 and ANSI/AWWA B 403-16 standard in every respect.

Safety Data Sheet, NSF Certification and related technical information is attached for review.

Parul Kachhia-Patel
Marketing Specialist



CHEMTRADE ANALYTICAL SERVICES LABORATORY REPORT OF ANALYSIS

To: City of Holly Hill, FL
cc: Parul Patel

Lab. Log # 1090804

SAMPLES: Liquid Alum, Standard - Semi-Annual Audit
Lot# JA1090101

ORIGIN: Jacksonville

All analyses are reported as PPM unless stated otherwise

PARAMETER	Concentration	PARAMETER	Concentration
As	<2	% Al ₂ O ₃ (total by wt)	8.3
Ba	<1	% Free Al ₂ O ₃ (free by wt)	0.16
Be	<1	% Fe ₂ O ₃ (total soluble by wt)	0.166
Ca	80	% Insolubles (by wt)	0.006
Cd	<1		
Co	<1	Turbidity (NTU)	26.8
Cr	28	Appearance	Hazy Amber
Cu	<1		
Fe	1160		
Hg	<0.5		
K	5		
Mg	18		
Mn	3		
Mo	<1		
Na	33		
Ni	<1		
P	26		
Pb	<1.5		
Sb	<1.5		
Se	<1		
Si	25		
Sn	<1		
Sr	2		
Ti	45		
Tl	<1.5		
V	16		
Zn	2		
Zr	6		

NOTES:

Product within specification for all parameters analyzed.

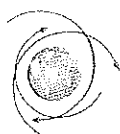
Analysts
Andrew Carr
Kathleen Whalen

Record
TCESL06/170
44462.518

Report Date
10/6/2021

Chemtrade is not engaged in the business of consulting or providing technical, operational or safety advice for a fee. Any such advice provided herein has been furnished as an accommodation and without charge and is made without any warranty of representation as to its completeness, accuracy, fitness for a particular purpose or any other matter. The recipient's use or non-use of such advice is made solely at the discretion and risk of the recipient.

1/27/2022;
1090804 Jacksonville Alum



CHEMTRADE

http://www.chemtradelogistics.com

Liquid Alum

PRODUCT DATA SHEET

CHARACTERISTICS

Liquid Alum is a clear, light green, slight yellow, brown, amber or orange-like tinted solution. It is a cationic inorganic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

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

TYPICAL PROPERTIES

Formula:	Aqueous solution of aluminum sulfate	
C.A.S.	10043-01-3 (Aluminum sulfate)	
	pH (neat)	1.4 - 2.6
	Specific Gravity @ 21°C (70°F)	1.30 - 1.35
	Freezing Point	-16°C (4°F)
	Density, lbs./gal., US	10.8 - 11.3
	Aluminum as Al, %	4.2 - 4.5
	Aluminum as Al ₂ O ₃ , %	8.0 - 8.4
	Aluminum as Al ₂ (SO ₄) ₃ •14H ₂ O (Dry Alum), %	46 - 49

PRODUCT USES

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Fixing rosin sizes on paper fibers. Paper machine drainage and retention aid. Paper machine pitch control.

SHIPPING CONTAINERS

Bulk transport	Bulk car	275 US gal. one-way container	55 US gal. plastic drum
----------------	----------	-------------------------------	-------------------------

SHIPPING REGULATIONS (US DOT / TDG)

Proper Shipping Name: Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate)
 Hazard Class: 8 ID Number: UN3264 Packing Group: III
 The US EPA reportable quantity (RQ) for aluminum sulfate is 5,000 lbs.

PRODUCT SAFETY INFORMATION

Causes serious eye damage. Do not breathe vapors, mist or spray. Wash hands, forearms, and other exposed areas thoroughly after handling. Wear protective gloves, protective clothing, and eye protection. Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24-hour **Emergency Number: USA and Canada (CHEMTREC) 800-424-9300**. For additional information contact:

Syracuse Technical Center
 315-478-2323 or 800-255-7589

Water Treatment Chemicals
 Customer Service 844-204-9675

CHE-5001P-1

Revision Date: April 10, 2020

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chemtrade Logistics Inc. and its affiliates (collectively, "Chemtrade") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chemtrade shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.



Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Revision Date: 06/11/2019

Date of Issue: 05/01/2015

Version: 9.0

SECTION 1: IDENTIFICATION

Product Identifier

Product Form: Mixture

Product Name: Liquid Alum

Intended Use of the Product

Alum is used as a coagulating agent in municipal and industrial water and wastewater treatment and as an additive in papermaking.

Name, Address, and Telephone of the Responsible Party

Manufacturer

CHEMTRADE LOGISTICS INC.

155 Gordon Baker Road

Suite 300

Toronto, Ontario M2H 3N5

For SDS Info: (416) 496-5856

www.chemtradelogistics.com

Emergency Telephone Number

Emergency Number :

Canada / US: CHEMTREC +1-800-424-9300

INTERNATIONAL: +1-703-741-5970

Chemtrade Emergency Contact: (866) 416-4404

For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night

SECTION 2: HAZARDS IDENTIFICATION

Classification of the Substance or Mixture

GHS Classification

Met. Corr. 1 H290

Eye Dam. 1 H318

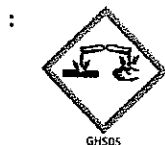
Aquatic Acute 3 H402

Full text of hazard classes and H-statements : see section 16

Label Elements

GHS Labeling

Hazard Pictograms



GHS05

Signal Word

Hazard Statements

Precautionary Statements

: Danger

: H290 - May be corrosive to metals.

H318 - Causes serious eye damage.

H402 - Harmful to aquatic life.

: P234 - Keep only in original container.

P260 - Do not breathe vapors, mist, or spray.

P264 - Wash hands, forearms, and other exposed areas thoroughly after handling.

P273 - Avoid release to the environment.

P280 - Wear protective gloves, protective clothing, and eye protection.

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

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

P304+P340 - IF INHALED: Remove person to fresh air and keep comfortable for breathing.

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

P310 - Immediately call a POISON CENTER or doctor.

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

- P321 - Specific treatment (see section 4 on this SDS).
 P363 - Wash contaminated clothing before reuse.
 P390 - Absorb spillage to prevent material damage.
 P405 - Store locked up.
 P406 - Store in corrosive resistant container with a resistant inner liner.
 P501 - Dispose of contents/container in accordance with local, regional, national, provincial, territorial and international regulations.

Other Hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

Unknown acute toxicity

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Mixture

Name	Product Identifier	%*	GHS Ingredient Classification
Water	(CAS No) 7732-18-5	30 - 55	Not classified
Sulfuric acid, aluminum salt (3:2)**	(CAS No) 10043-01-3	45 - 70*	Met. Corr. 1, H290 Eye Dam. 1, H318 Aquatic Acute 3, H402

Full text of H-phrases: see section 16

**As $\text{Al}_2(\text{SO}_4)_3 \cdot 14\text{H}_2\text{O}$ (Dry Aluminum Sulfate).

*Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

*The actual concentration of the ingredient(s) is withheld as a trade secret in accordance with the Hazardous Products Regulations (HPR) SOR/2015-17 and 29 CFR 1910.1200.

SECTION 4: FIRST AID MEASURES

Description of First-aid Measures

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

Inhalation: Remove to fresh air and keep at rest in a position comfortable for breathing. Immediately call a POISON CENTER or doctor/physician.

Skin Contact: Remove contaminated clothing. Immediately flush skin with plenty of water for at least 30 minutes. Wash contaminated clothing before reuse. Immediately call a POISON CENTER or doctor.

Eye Contact: Rinse cautiously with water for at least 30 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get immediate medical advice/attention.

Ingestion: Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention.

Most Important Symptoms and Effects Both Acute and Delayed

General: May cause skin irritation and eye damage.

Inhalation: May be corrosive to the respiratory tract.

Skin Contact: May cause irritation.

Eye Contact: Causes permanent damage to the cornea, iris, or conjunctiva.

Ingestion: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

Chronic Symptoms: None expected under normal conditions of use.

Indication of Any Immediate Medical Attention and Special Treatment Needed

If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

SECTION 5: FIRE-FIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media: Water spray, dry chemical, foam, carbon dioxide.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not considered flammable but may burn at high temperatures.

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Explosion Hazard: Contact with metallic substances may release flammable hydrogen gas.

Reactivity: May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas. May react exothermically with water releasing heat. Adding an acid to a base or base to an acid may cause a violent reaction.

Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: Can liberate toxic and corrosive fumes of SO₂ and SO₃ under extreme conditions when boiled to dryness or heated above 600 °C (1112 °F).

Other Information: Do not allow run-off from fire fighting to enter drains or water courses.

Reference to Other Sections

Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Do not get in eyes, on skin, or on clothing. Do not breathe vapor, mist or spray.

For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protective equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit. Ventilate area.

Environmental Precautions

Prevent entry to sewers and public waters. Avoid release to the environment.

Methods and Materials for Containment and Cleaning Up

For Containment: Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams. As an immediate precautionary measure, isolate spill or leak area in all directions.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill. Absorb spillage to prevent material damage. Cautiously neutralize spilled liquid.

Reference to Other Sections

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Additional Hazards When Processed: May be corrosive to metals. May release corrosive vapors.

Precautions for Safe Handling: Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Handle empty containers with care because they may still present a hazard. Do not get in eyes, on skin, or on clothing. Do not breathe vapors, mist, and spray.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures.

Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations.

Storage Conditions: Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from extremely high or low temperatures and incompatible materials. Store in corrosive resistant container with a resistant inner liner. Store in original container or corrosive resistant and/or lined container.

Incompatible Materials: Non acid-proof metals (such as aluminum, copper and iron), bases, unalloyed steel, galvanized surfaces.

Specific End Use(s)

Alum is used as a coagulating agent in municipal and industrial water and wastewater treatment and as an additive in papermaking.

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

Exposure Controls

Appropriate Engineering Controls: Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed.

Personal Protective Equipment: Gloves. Protective clothing. Protective goggles. Face shield. Insufficient ventilation: wear respiratory protection.



Materials for Protective Clothing: Chemical resistant materials and fabrics.

Hand Protection: Wear protective gloves.

Eye Protection: Chemical safety goggles and face shield.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

Other Information: When using, do not eat, drink or smoke.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: Clear
Odor	: Odorless
Odor Threshold	: Not available
pH	: 1.4 - 2.6
Evaporation Rate	: Not available
Melting Point	: Not applicable
Freezing Point	: -15.56 °C (3.99 °F)
Boiling Point	: 101 °C (213.8 °F)
Flash Point	: Not flammable
Auto-ignition Temperature	: Not available
Decomposition Temperature	: Not available
Flammability (solid, gas)	: Not applicable
Lower Flammable Limit	: Not available
Upper Flammable Limit	: Not available
Vapor Pressure	: Not available
Relative Vapor Density at 20°C	: Not available
Relative Density	: Not available
Specific Gravity	: 1.30 – 1.35
Solubility	: Water: Completely miscible in water
Partition Coefficient: N-Octanol/Water	: Not available
Viscosity	: Not available

SECTION 10: STABILITY AND REACTIVITY

Reactivity: May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas. May react exothermically with water releasing heat. Adding an acid to a base or base to an acid may cause a violent reaction.

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

Possibility of Hazardous Reactions: Hazardous polymerization will not occur.

Conditions to Avoid: Extremely high or low temperatures and incompatible materials.

Incompatible Materials: Non acid-proof metals (such as aluminum, copper and iron), bases, unalloyed steel, galvanized surfaces.

Hazardous Decomposition Products: None expected under normal conditions of use.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified

Acute Toxicity (Dermal): Not classified

Acute Toxicity (Inhalation): Not classified

LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: May causes skin irritation and eye damage.

pH: 1.4 - 2.6

Eye Damage/Irritation: Causes serious eye damage.

pH: 1.4 - 2.6

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Effects After Inhalation: May be corrosive to the respiratory tract.

Symptoms/Effects After Skin Contact: May cause skin irritation.

Symptoms/Effects After Eye Contact: Causes permanent damage to the cornea, iris, or conjunctiva.

Symptoms/Effects After Ingestion: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Water (7732-18-5)

LD50 Oral Rat

> 90000 mg/kg

SECTION 12: ECOLOGICAL INFORMATION

Toxicity

Ecology - General: Harmful to aquatic life.

Sulfuric acid, aluminum salt (3:2) (10043-01-3)

LC50 Fish 1 100 mg/l (Exposure time: 96h – Species: Carassius auratus [static])

EC50 Daphnia 1 12800 ug/l (Exposure time: 48h – Species: Crangonyx pseudogracilis)

LD50 Fish 2 33.9 mg/l (Exposure time: 96h – Species: Pimephales promelas [flow-through])

Persistence and Degradability

Liquid Alum

Persistence and Degradability Not established.

Bioaccumulative Potential

Liquid Alum

Bioaccumulative Potential Not established.

Mobility in Soil

Not available

Other Adverse Effects

Other Information: Avoid release to the environment.

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations.

Additional Information: Container may remain hazardous when empty. Continue to observe all precautions.

Ecology - Waste Materials: Avoid release to the environment. This material is hazardous to the aquatic environment. Keep out of sewers and waterways.

SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

TRANSPORTATION CLASSIFICATION	DOT	TDG	IMDG	IATA
Identification Number	UN3264	UN3264	UN3264	UN3264
Proper Shipping Name	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)
Transport Hazard Class(es)	8	8	8	8
				
Packing Group	III	III	III	III
Environmental Hazards	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant: N/A
Emergency Response	ERG Number : 154	ERAP Index: Not applicable	EMS: F-A, S-B	ERG code (IATA): 8L
Additional Information	Not applicable	Not applicable	Not applicable	Not applicable

SECTION 15: REGULATORY INFORMATION

US Federal Regulations

Chemical Name (CAS No.)	CERCLA RQ	EPCRA 304 RQ	SARA 302 TPQ	SARA 313
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	5000 lb	Not present	Not present	No

SARA 311/312

Liquid Alum
Immediate (acute) health hazard

US TSCA Flags

Not present

US State Regulations

California Proposition 65

Chemical Name (CAS No.)	Carcinogenicity	Developmental Toxicity	Female Reproductive Toxicity	Male Reproductive Toxicity
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	No	No	No	No

State Right-To-Know Lists

Sulfuric acid, aluminum salt (3:2) (10043-01-3)
U.S. - Massachusetts - Right To Know List - Yes
U.S. - New Jersey - Right to Know Hazardous Substance List - Yes

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - Yes
 U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
 U.S. - Pennsylvania - RTK (Right to Know) List - Yes

Canadian Regulations

Sulfuric acid, aluminum salt (3:2) (10043-01-3)

Listed on the Canadian DSL (Domestic Substances List)

Not listed on the Canadian NDSL (Non-Domestic Substances List)

International Inventories/Lists

Chemical Name (CAS No.)	Australia AICS	Turkey CICR	Korea ECL	EU EINECS	EU ELINCS	EU SVHC	EU NLP	Mexico INSQ
Sulfuric acid, aluminium salt (3:2) (10043-01-3)	Yes	Yes	Yes	Yes	No	No	No	Yes
Chemical Name (CAS No.)	China IECSC	Japan ENCS	Japan ISHL	Japan PDSCL	Japan PRTR	Philippines PICCS	New Zealand NZIOC	US TSCA
Sulfuric acid, aluminium salt (3:2) (10043-01-3)	Yes	Yes	No	No	No	Yes	Yes	Yes

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date : 06/11/2019

Revision Summary

Section	Change	Date Changed
1	Text update	06/11/2019
12	Text update	06/11/2019

Other Information

: This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR).

GHS Full Text Phrases:

Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Eye Dam. 1	Serious eye damage/eye irritation Category 1
Met. Corr. 1	Corrosive to metals Category 1
Skin Corr. 1A	Skin corrosion/irritation Category 1A
H290	May be corrosive to metals
H318	Causes serious eye damage
H402	Harmful to aquatic life

NFPA 704

NFPA Health Hazard : 2

NFPA Fire Hazard : 0

NFPA Reactivity Hazard : 1

HMIS Rating

Health : 2

Flammability : 0

Physical : 1

PPE See Section 8

Abbreviations and Acronyms

AICS - Australian Inventory of Chemical Substances
 ACGIH - American Conference of Governmental Industrial Hygienists
 AIHA - American Industrial Hygiene Association
 ATE - Acute Toxicity Estimate
 BCF - Bioconcentration factor
 BEI - Biological Exposure Indices (BEI)
 CAS No. - Chemical Abstracts Service number
 CERCLA RQ - Comprehensive Environmental Response, Compensation, and

LC50 - Median Lethal Concentration
 LD50 - Median Lethal Dose
 LOAEL - Lowest Observed Adverse Effect Level
 LOEC - Lowest-observed-effect Concentration
 Log Pow - Octanol/water Partition Coefficient
 NFPA 704 - National Fire Protection Association - Standard System for the Identification of the Hazards of Materials for Emergency Response
 NIOSH - National Institute for Occupational Safety and Health

06/11/2019

EN (English US)

SDS#: CHE-50015

7/8

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Liability Act - Reportable Quantity	NLP - Europe No Longer Polymers List
CICR - Turkish Inventory and Control of Chemicals	NOAEL - No-Observed Adverse Effect Level
DOT - 49 CFR - US Department of Transportation - Code of Federal Regulations Title 49 - Transportation.	NOEC - No-Observed Effect Concentration
EC50 - Median effective concentration	NZIOC - New Zealand Inventory of Chemicals
ECL - Korea Existing Chemicals List	OEL - Occupational Exposure Limits
EINECS - European Inventory of Existing Commercial Chemical Substances	OSHA - Occupational Safety and Health Administration
ELINCS - European List of Notified Chemical Substances	PEL - Permissible Exposure Limits
EmS - IMDG Emergency Schedule Fire & Spillage	PICCS - Philippine Inventory of Chemicals and Chemical Substances
ENCS - Japanese Existing and New Chemical Substances Inventory	PDSCS - Japan Poisonous and Deleterious Substances Control Law
EPA - Environmental Protection Agency	PPE - Personal Protective Equipment
EPCRA 304 RQ - EPCRA 304 Extremely Hazardous Substance Emergency Planning and Community Right-to-Know-Act - Reportable Quantity	PRTR - Japan Pollutant Release and Transfer Register
ERAP Index - Emergency Response Assistance Plan Quantity Limit	REL - Recommended Exposure Limit
ERC50 - EC50 in Terms of Reduction Growth Rate	SADT - Self Accelerating Decomposition Temperature
ERG code (IATA) - Emergency Response Drill Code as found in the International Civil Aviation Organization (ICAO)	SARA - Superfund Amendments and Reauthorization Act
ERG No. - Emergency Response Guide Number	SARA 302 - Section 302, 40 CFR Part 355
HCCL - Hazard Communication Carcinogen List	SARA 311/312 - Sections 311 and 312, 40 CFR Part 370 Hazard Categories
HMS - Hazardous Materials Information System	SARA 313 - Section 313, 40 CFR Part 372
IARC - International Agency for Research on Cancer	SRCL - Specifically Regulated Carcinogen List
IATA - International Air Transport Association - Dangerous Goods Regulations	STEL - Short Term Exposure Limit
IDLH - Immediately Dangerous to Life or Health	SVHC - European Candidate List of Substance of Very High Concern
IECSC - Inventory of Existing Chemical Substances Produced or Imported in China	TDG - Transport Canada Transport of Dangerous Goods Regulations
IMDG - International Maritime Dangerous Goods Code	TLM - Median Tolerance Limit
INSQ - Mexican National Inventory of Chemical Substances	TLV - Threshold Limit Value
ISHL - Japan Industrial Safety and Health Law	TPQ - Threshold Planning Quantity
	TSCA - United States Toxic Substances Control Act
	TWA - Time Weighted Average
	WEEL - Workplace Environmental Exposure Levels

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.



Chemtrade NA GHS SDS 2015



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Friday, January 21, 2022** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=chemtrade&PlantState=Florida+FL&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=chemtrade&PlantState=Florida+FL&)

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

Chemtrade Solutions LLC (formerly General Chemical LLC)

1421 Willis Avenue

Syracuse, NY 13204

United States

315-478-2323

Visit this company's website

(<http://www.chemtradelogistics.com/main/>)

Facility : Jacksonville, FL

Aluminum Sulfate[AL]

Trade Designation

Alum

Aluminum Sulfate Liquid

Liquid Alum

Product Function

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Max Use

400 mg/L

400 mg/L

400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Attachment: Bid - Chemtrade Chemicals US LLC (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

Facility : Tampa, FL

Aluminum Sulfate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Alum	Coagulation & Flocculation	400mg/L
Aluminum Sulfate	Coagulation & Flocculation	400mg/L
Liquid Alum	Coagulation & Flocculation	400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Number of matching Manufacturers is 1

Number of matching Products is 6

Processing time was 0 seconds

Attachment: Bid - Chemtrade Chemicals US LLC (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

Request for Proposal

NUMBER

22-WW-01



Solicitation for Liquid Aluminum Sulfate (ALUM)

Stella Gurnee, Finance Director

22-WW-01 Liquid Aluminum Sulfate

pg. 1

pg. 1

LEGAL NOTICE

Notice is hereby given that the City of Holly Hill is accepting Sealed Proposals for the delivery of Liquid Aluminum Sulfate (ALUM) to the Waste Water Treatment Plant located at 453 LPGA Blvd, Holly Hill FL 32117.

22-WW-01 “Liquid Aluminum Sulfate (ALUM)”

Sealed bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, until **10:00 a.m., February 1, 2022** at which time and place all proposals received will be publicly opened and read aloud in the City Hall Commission Chambers.

Description of work: Services to be provided shall include, but not be limited to the following:

The City of Holly Hill, Florida, is requesting proposals from experienced supplier(s) to deliver **190 TONS, more or less, of Liquid Aluminum Sulfate (ALUM)** to be furnished in accordance with the following general specifications and shall conform to standards prescribed by the standard B403-03 OR MOST RECENT STANDARDS. Bidders shall provide an affidavit of compliance with the requirements of B403-03 OR MOST RECENT STANDARDS, product specifications or certificate of analysis, and a Material Safety Data Sheet with the bid form.

The Liquid Aluminum Sulfate (ALUM) shall have a minimum 48 percent ALUM or 8 percent Al_2O_3 and water-insoluble matter shall not to exceed 0.2 percent. Each shipment will be accompanied by a chemical analysis to show that it conforms to specifications. The Liquid Aluminum Sulfate (ALUM) shall be delivered into two (2) 3,250-gallon storage tanks located at the City of Holly Hill Waste Water Treatment Plant, 453 LPGA Boulevard, Holly Hill, Florida. Delivery trucks will need a minimum of 15' of 3" hose with 3" quick connect. The City of Holly Hill's quick connect will be 3" male fitting.

All deliveries shall be F.O.B. City of Holly Hill Waste Water Treatment Plant, located at 453 LPGA Boulevard, Holly Hill, Florida. Delivery will be accepted between 7:00 a.m. to 3:00 p.m. -- Monday through Friday as needed and shall be made within forty-eight (48) hours upon notification of need.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF HOLLY HILL RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Copies of the bid documents may be obtained electronically from VendorLink at www.myvendorlink.com. Any addenda to these bid documents will be posted on the VendorLink website. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed **in writing** to Stella Gurnee at financedirector@hollyhillfl.org. Questions to be submitted no later than **5:00 pm on January 20, 2022**.

Performance and bid bonds will not be required for this project. A permit from the City is required, but fees will be paid by the Public Works Department.

22-WW-01 Liquid Aluminum Sulfate

The City of Holly Hill is not responsible for the U.S. mail or private carriers or messengers in regard to mail being delivered by the specific time so that a bid can be considered.

No bids received after the time and date specified for the opening will be considered. The City of Holly Hill, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids reviewed, whenever such rejection or waiver is in the best interest of the City.

One (1) original and (1) electronic copy on USB flash drive shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside: “**RFP 22-WW-01 Liquid Aluminum Sulfate (ALUM)**”

CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
s/ Joseph A. Forte
City Manager

22-WW-01 Liquid Aluminum Sulfate

TABLE OF CONTENTS

1) Introduction/Overview	6
A) Purpose/Objective.....	6
B) Background.....	7
C) Inquiries	7
D) Method of Source Selection.....	7
E) Pre-Bid Conference.....	7
F) Projected Timetable.....	8
2) General Description of Specifications or Scope of Work	8
3) City's Right to Inspect.....	9
4) Terms and Conditions of Contract.....	9
5) General Terms and Conditions	10
A) Licenses	10
B) Principals/Collusion.....	10
C) Taxes	10
D) Relation of City.....	10
E) Term Contracts.....	10
F) Termination	10
G) Liability	10
H) Assignment	11
I) Lobbying	11
J) Single Bid.....	11
K) Protest Procedures	11
L) Public Entity Crime.....	11
M) Conflict of Interest	12
N) Prohibition of Gifts to City Employees	12
O) Immigration Reform and Control Act	12
P) Billing Instructions – Awarded Professional Consultants.....	12
Q) Vendor Preference.....	12
6) Instructions for Bid.....	12
A) Compliance with the RFP	12
B) Acknowledgment of Insurance Requirements.....	13
C) Acknowledgment of Bonding Requirements.....	13
D) Delivery of Bids.....	14
E) Evaluation of Bids (Procedure).....	14
F) Ambiguity, Conflict, or Other Errors in the RFP.....	15
G) Proposals, Presentation, and Protest Costs	15
H) Acceptance or Rejection of Qualifications	16
I) Requests for Clarification of Proposals.....	16
J) Validity of Proposals.....	16
K) Response Format	16
L) Proposal Evaluation Committee and Evaluation Factors.....	18
PROPOSER CHECK LIST	20
PROFESSIONAL SERVICES AGREEMENT.....	21
CONFLICT OF INTEREST AFFIDAVIT.....	23

22-WW-01 Liquid Aluminum Sulfate

PROPOSER QUALIFICATION	24
DECLARATION STATEMENT	26
INSURANCE REQUIREMENTS.....	27
DRUG FREE WORKPLACE.....	29
NON-COLLUSION AFFIDAVIT.....	30
ACKNOWLEDGMENTS.....	31
COMPLIANCE WITH PUBLIC RECORD LAW.....	33
REFERENCES.....	34
PUBLIC ENTITY CRIMES	35
VENDOR INFO.....	37
PRICING PROPOSAL FORM.....	38
W-9	40
LABEL.....	41

1) Introduction/Overview

A) Purpose/Objective

The City of Holly Hill, Florida, is requesting proposals from experienced supplier(s) to deliver **190 TONS, more or less, of Liquid Aluminum Sulfate (ALUM)** to be furnished in accordance with the following general specifications and shall conform to standards prescribed by the standard B403-03 OR MOST RECENT STANDARDS. Bidders shall provide an affidavit of compliance with the requirements of B403-03 OR MOST RECENT STANDARDS, product specifications or certificate of analysis, and a Material Safety Data Sheet with the bid form.

The Liquid Aluminum Sulfate (ALUM) shall have a minimum 48 percent ALUM or 8 percent Al_2O_3 and water-insoluble matter shall not to exceed 0.2 percent. Each shipment will be accompanied by a chemical analysis to show that it conforms to specifications. The Liquid Aluminum Sulfate (ALUM) shall be delivered into two (2) 3,250-gallon storage tanks located at the City of Holly Hill Waste Water Treatment Plant, 453 LPGA Boulevard, Holly Hill, Florida. Delivery trucks will need a minimum of 15' of 3" hose with 3" quick connect. The City of Holly Hill's quick connect will be 3" male fitting.

All deliveries shall be F.O.B. City of Holly Hill Waste Water Treatment Plant, located at 453 LPGA Boulevard, Holly Hill, Florida. Delivery will be accepted between 7:00 a.m. to 3:00 p.m. -- Monday through Friday as needed and shall be made within forty-eight (48) hours upon notification of need.

The firm awarded this contract must meet or exceed all terms, conditions and specifications of the City. The successful proposer(s) will hereinafter be referred to as the "Supplier".

The term of this agreement **shall be for 5 years renewed every year, after the cost per ton quote is received, evaluated and accepted**, from the date of award per the terms and conditions of the RFP beginning on the date the contract is issued. Also, the City reserves the right to cancel the agreement and/or contract with thirty (30) days written notice for any reason deemed by the City with no right to appeal.

If awarded, a contract to provide these services will be effective on the date the contract is approved by the City of Holly Hill, City Commission (herein after, the "Commission"), signed by all required parties and filed with the City Clerk.

The specifications included herein are based on requirements to ensure that the lowest practical cost and highest practical quality are obtained at quality prices using the latest technology. **The City will not honor or consider any price increase, fuel surcharge, or add-on cost during the established performance period.**

Termination or cancellation of the contract will not relieve the bidder of any obligations or any deliveries or liabilities entered prior to termination of the contract. The Bidder may cancel the resulting contract with a **(30) thirty days** written notice.

The City will notify the bidder in writing of any deficiencies or defaults in the performance of his/her duties under the Contract.

As is more fully explained in Section "6L" of this **RFP**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFP**. The City will not use any other factors or criteria in the evaluation of the bids

received.

B) Background

The City serves an area of less than 4 square miles with a population of approximately 12,479. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Holly Hill's Comprehensive Annual Financial Report for fiscal year 2020-2021 and in the City's Annual Budget for fiscal year 2021-2022. Copies of these documents may be viewed on www.hollyhillfl.org. The City of Holly Hill is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **RFP** to Stella Gurnee, Finance Director, and submit such questions in writing to financedirector@hollyhillfl.org include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing and posted on VendorLink (www.myvendorlink.com) from financedirector@hollyhillfl.org. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (www.hollyhillfl.org) and on VendorLink (www.myvendorlink.com).

D) Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolution 2018-R-30 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the proposal is responsive to the **RFP**. Proposals deemed to be non-responsive may be rejected without being evaluated by the Selection Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Commission who will make the final selection(s). A responsive proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a Proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this **RFP** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Bid Conference

☒ A pre-bid conference is not applicable for this solicitation.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFP** process.

Event	Date
Issue RFP Notice	January 4, 2022
Last Date for Receipt of Written Questions	January 20, 2022 @ 5:00 p.m.
Addendum Issued (If Applicable)	January 21, 2022 @ 5:00 p.m.
Proposal Opening Date	February 1, 2022 @ 10:00 a.m.
Evaluation Committee	February 3, 2022 @ 10:00 a.m.
Notice of Recommendation	February 4, 2022 @ 5:00 p.m.
City Commission Hearing Date	February 22, 2022 @ 6:00 p.m.

2) General Description of Specifications or Scope of Work

- To be furnished in accordance with the following general specifications and shall conform to standards prescribed by the standard **B403-03 OR MOST RECENT STANDARDS**.
- Bidders shall provide an affidavit of compliance with the requirements of **B403-03 OR MOST RECENT STANDARDS**, product specifications or certificate of analysis, and a Material Safety Data Sheet with the bid form.
- The Liquid Aluminum Sulfate (ALUM) shall have a minimum 48 percent ALUM or 8 percent Al_2O_3 and water-insoluble matter shall not to exceed 0.2 percent.
- Each shipment will be accompanied by a chemical analysis to show that it conforms to specifications.
- The Liquid Aluminum Sulfate (ALUM) shall be delivered into two (2) 3,250-gallon storage tanks located at the City of Holly Hill Waste Water Treatment Plant, located at 453 LPGA Boulevard, Holly Hill, Florida. Delivery truck will need a minimum of 15' of 3" hose with 3" quick connect. City of Holly Hill's quick connect will be 3" male fitting.
- All deliveries shall be F.O.B. City of Holly Hill Waste Water Treatment Plant, located at 453 LPGA Boulevard, Holly Hill, Florida. Delivery will be accepted between 7:00 a.m. to 3:00 p.m. -- Monday through Friday as needed and shall be made within forty-eight (48) hours upon notification of need.

3) IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF HOLLY HILL RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

A) Supplier's Responsibilities/Requirements

It shall be understood and agreed that a firm submitting a Proposal shall meet the following responsibilities/requirements:

- 1) **Drug-Free Workplace:** In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to price, quality, and service are received by the City for the procurement

22-WW-01 Liquid Aluminum Sulfate (ALUM)

of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.

- 2) **General**: Supplier shall adhere to all applicable OSHA standards while performing work within the City.
- 3) **DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY**: Extreme care shall be taken by Supplier to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Supplier and shall be repaired and/or replaced by Supplier at no additional cost to the City. The Supplier shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, the Supplier shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at no additional cost to the City.
- 4) **HOURS OF OPERATION**: All work under this contract shall be performed between the hours of 7:00 am and 5:00 pm, local time, Monday through Friday. Substantial work at City Hall shall be performed between the hours of 7:00 am and 5:00 pm, local time, Saturdays and Sundays only. No exceptions to these hours shall be made without the expressed written consent of the City.

B) City's Responsibilities

City responsibilities include:

- 1) The City will work with the Supplier to develop a schedule and ensure access to all locations assigned under future work orders.
- 2) The City designates the **Public Works Director/Utilities Manager/Chief Plant Operator** as being the representatives of the City in all matters regarding this solicitation.
- 3) **City's Right to Inspect**
The City or its authorized Agent shall have the right to inspect the Supplier's files to determine status of work on this project.

4) Terms and Conditions of Contract

The City has developed standard contracts/agreements. The Supplier shall be required to return a signed standard City contract/agreement contained within this **RFP** with your submittal.

A contract/agreement resulting from this **RFP** shall be subject to the terms and conditions set forth in a standard City Contract and any terms and conditions included in this **RFP**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Supplier with their submittal until approved by Commission.

The term of this Agreement shall be for **5 years renewed every year after the cost per ton is received, evaluated and accepted** from the date of award with no extension options in adherence to the terms and conditions set forth in the RFP documents.

There are no price escalations during the term of this contract year.

5) General Terms and Conditions

A) Licenses

The Supplier is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Supplier, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Finance Department, (386) 248-9420.

B) Principals/Collusion

By submission of this Qualification, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as 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; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Supplier shall be legally considered an independent Supplier, and that neither the Supplier nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Supplier, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Supplier on thirty (30) days prior written notice.

F) Termination

Should the Supplier be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this without cause or for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

The Supplier will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) Assignment

The Supplier(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

I) Lobbying

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

J) Single Bid

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **RFP**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **RFP**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same **RFP** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

K) Protest Procedures

Any appeal or protest to the Request for Bid shall be governed by the City of Holly Hill's Purchasing Policies and Procedures.

L) Public Entity Crime

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, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, 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, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a Supplier, supplier, subSupplier, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

M) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **RFP** document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, **RFP**, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

O) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

P) Billing Instructions – Awarded Supplier(s)

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117. Specific format of the invoice shall be worked out between the City and the consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

Q) Vendor Preference

A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Holly Hill from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address. A local vendor preference of no greater than 5% (Not to exceed \$5,000) of the price submitted by the non-local vendor shall be granted with City Commission approval.

6) Instructions for Bid

A) Compliance with the RFP

Bids must be in strict compliance with this **RFP**. Failure to comply with all provisions of the **RFP** may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFP**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

☒ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Holly Hill on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation. The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☐ Performance and Payment Bonds: For projects in excess of \$300,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be

underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as “A-“ or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder’s surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety. All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Supplier is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Supplier shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner’s approval.

D) Delivery of Bids

All bids are to be delivered before **10:00 a.m.**, local time, on or before **February 1, 2022** to:

**City of Holly Hill
City Clerk
1065 Ridgewood Ave.
Holly Hill, Florida 32117**

The City shall not accept bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer’s personnel or by the proposer’s outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition: The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

Proposers must submit one (1) hard copies and one (1) electronic copy on a USB flash drive

List the Proposal Number on the outside of the box or envelope and note “**Liquid Aluminum Sulfate (ALUM)**”

E) Evaluation of Bids (Procedure)

The City’s procedure for selecting is as follows:

1. The City Manager shall approve an Evaluation Committee to review all Proposals submitted in accordance with Statute. At a minimum there will be non-voting member of the Finance Department as part of the evaluation committee. There shall be a minimum of three voting members of the committee, but always an odd number.
2. Request for Proposals (**RFP**) issued.
3. Subsequent to the closing of Proposals, the Finance Department shall review the Proposals received

and verify whether each Proposals appears to be minimally responsive to the requirements of the published **RFP**. Meetings shall be open to the public and the Finance Department shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.

4. The voting committee members shall review each Proposal individually and score each Proposals based on the evaluation criteria state herein.
5. Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
6. The voting members of the committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposals to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Finance Department to schedule the top ranked firm(s) for oral presentations/interviews. The City reserves the right to withdraw this **RFP** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Proposals by the City or a submission of a Proposals to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Proposals does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFP**, Proposer shall immediately notify the Finance Director, noted herein, of such error in writing and request modification or clarification of the document. The Finance Director will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFP** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFP** prior to submitting the Proposals or it shall be waived.

G) Proposals, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Proposals in response to this **RFP**, nor for the presentation of its Proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Qualifications

The right is reserved by the City to waive any irregularities in any Proposal, to reject any or all Proposals, to re-solicit for Proposals, if desired, and upon recommendation and justification by the City to accept the Proposals which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Proposal which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Proposals of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

I) Requests for Clarification of Proposals

Requests by the Finance Director to a proposer(s) for clarification of Proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Proposal.

J) Validity of Proposals

No Proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All Proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

The Proposals shall be deemed an offer to provide services to the City. In submitting a Proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this **RFP**. Any portions of the Proposals that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the Proposals. However, any Proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the **RFP**. All copies of the Proposals should be bound and tabbed. The utilization of recycled paper for Proposal submission is strongly encouraged.

The items listed below shall be submitted with each Proposals and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Proposals.

Title Page:

Title Page shall show the Request for Proposal's subject, title and Proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the Proposal.

Table of Contents:

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

Tab I, Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

Tab II, Documents

- Professional Certifications/Licenses
- Affiliations and/or memberships

Tab III, Required Form Submittals

Required forms:

- Standard Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- Acknowledgements
- Compliance with Public Records Law
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Label

6) Tab IV, Price Proposal Form – (The form included in this RFP document must be used)

The proposal should provide the total, all inclusive, maximum fees for this project. The fee should include all direct and indirect costs including out of pocket expenses. If additional work is requested that is outside the Scope of Services of this project, the City of Holly Hill reserves the right to negotiate a fixed fee for such services. Calculation of points for cost will be completed as described in the following EXAMPLE. Lowest Cost Proposed with a weighted multiplier of 85% of an available 100% total value (85-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTALPOINTS ASSIGNED
Company #1	\$100,000.00	\$100,000.00	100.0%	85	85.0
Company #2	\$108,000.00	\$100,000.00	92.6%	85	78.7
Company #2	\$120,000.00	\$100,000.00	83.3%	85	70.8

1. Proposal Evaluation Committee and Evaluation Factors

All Proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Proposals received in its evaluation and award process. For evaluation purposes, the term “Responsible” means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the Proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work. During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer’s submittal.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

	Maximum Points
Cost Proposal	90
Qualification	10
Total Points	100

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Agent to schedule the top ranked firm(s) for oral presentations/interviews.

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Proposal received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at “no cost” to the City of Holly Hill, these services should be identified and included in the request response.

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City’s option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Proposal.

Proposer should check off each of the following items as the necessary action is completed:

- ☐ The standard contract/ agreement has been signed and included.
- ☐ All applicable forms have been signed and included
- ☐ All information as requested in the Proposer's Qualification Form is included.
- ☐ Any addenda have been signed and included.
- ☐ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

- ☐ The **mailing envelope must be sealed and marked** with Proposal Number "**RFP # 22-WW-01**, Proposal Title "**Liquid Aluminum Sulfate (ALUM)**" and **Due Date "February 1, 2022 @ 10:00 am"**.
- ☐ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email Fax No.

Attachment: 2021 12 30 - Liquid Aluminum Sulfate (ALUM) RFP Final (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the

SUPPLIER SERVICES AGREEMENT

Delivery of Liquid Aluminum Sulfate (ALUM)

Request for Proposal (RFP) 22-WW-01

THIS AGREEMENT is made and entered into this _____ day of _____, by and between _____, duly authorized to conduct business in the State of Florida and whose address is _____, hereinafter, called “SUPPLIER” and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called “CITY”.

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (**RFP #22-WW-01**), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from SUPPLIER, constitute the entire Agreement between CITY and SUPPLIER. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties’ Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement **shall be for 5 years renewed every year after the cost per ton quote is received, evaluated and accepted** from the date of award per the terms and conditions of the RFP.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the SUPPLIER a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the SUPPLIER will invoice the City monthly based upon the SUPPLIER’s estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Supplier:

_____, _____ (Name, Title)
_____. (Company)
_____ (Address)
_____ (City, State, Zip)
_____ (Phone)

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY’S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed

22-WW-01 Liquid Aluminum Sulfate (ALUM)

reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND SUPPLIER HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

WITNESSES:

Attachments: A. RFP # 22-WW-01
B. Firm Response to RFP

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: _____

FIRMS

By: _____

-

_____, _____

Dated: _____

Approved by the City Commission of the City of
Holly Hill at a meeting held on this _____
day of _____, 2022 under
Agenda Item No. _____.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

State of _____)

City of _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____, by
_____, who is personally known to me to be the
_____ for the Firm, OR who produced the following
identification: _____.

Notary Public

My Commission Expires: _____

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☐ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ _____ Total Fees for work done on all City projects

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Company_____
Address_____
Authorized Signature_____
City, State, Zip Code

DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

RE: RFP NO. 22-WW-01 “Liquid Aluminum Sulfate (ALUM)”

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP # 22-WW-01**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day of _____, 20__ in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | | |
|--|--|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements. |
| ☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per
occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Supplier/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Supplier/Vendor/Consultant or anyone employed or utilized by the Supplier/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
| This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill. | |
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Supplier shall ensure that all sub-suppliers comply with the same insurance requirements that he is required to meet. The same Supplier shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Holly Hill must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS

(Continued)

- ☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.

- ☒ 11. The Certificate must state the **RFP** Number **22-WW-01** and **Liquid Aluminum Sulfate (ALUM)**

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer's Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

- ☐ YES
☐ NO

 Company

 Address

 Authorized Signature

 City, State, Zip Code

 Printed Name & Title

 Telephone No.

 Email

 Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of _____

County of _____

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

He/she is _____ of _____, Proposer that has submitted the attached Qualification;

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

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

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

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Subscribed and sworn to before me this _____ day of _____, 20____.

Title

My Commission Expires: _____

ACKNOWLEDGEMENTS
RFP # 22-WW-01 Liquid Aluminum Sulfate (ALUM)

To: City of Holly Hill
 1065 Ridgewood Ave
 Holly Hill, FL 32117

From :

The Supplier agrees to provide **Liquid Aluminum Sulfate (ALUM) to the Waste Water Treatment Plant** as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Supplier has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the **Liquid Aluminum Sulfate (ALUM)** called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals **shall be for 5 years renewed every year after the cost per ton quote is received, evaluated and accepted** from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Supplier each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Supplier and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Supplier, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Supplier shall guarantee **Liquid Aluminum Sulfate (ALUM)** TWO (2) calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this _____ day of _____, _____
 (Month) (Year)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ **Fax:** (____) _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ **Fax:** (____) _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature:_____ **Date:**_____

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

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

Valerie Manning, City Clerk
 386-248-9441
vmanning@hollyhillfl.org
 1065 Ridgewood Ave
 Holly Hill, FL 32117

A provision that requires the Supplier to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Supplier does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Supplier or keep and maintain public records required by the public agency to perform the service. If the Supplier transfers all public records to the public agency upon completion of the contract, the Supplier shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Supplier keeps and maintains public records upon completion of the contract, the Supplier shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Project Number: **22-WW-01** Date: _____

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____

2. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____

3. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____

4. Name of Company: _____
 Address: _____
 Point of Contact: _____
 Phone #: _____ Email address: _____
 Service(s) Provided: _____

 Dates of Service: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by _____

(Print Individual's Name and Title)

for _____

(Print Name of Entity Submitting Sworn Statement)

whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

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

with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

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

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

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

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

(Signature)

Sworn and subscribed before me this _____ day of _____, 2022.

Personally known _____

(Notary)

OR produced identification _____

Notary Public State of _____

(Type of Identification)

My commission expires: _____

VENDOR INFORMATION

Vendor is:

☐ Corporation☐ Partnership☐ Sole Proprietorship☐ Other _____(Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No. _____ Fax No.: _____

Email Address: _____ Web Address: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

PROPOSAL PRICING FORM
RFP 22-WW-01
Liquid Aluminum Sulfate (ALUM)

RFP Date: January 4th, 2022

TO: The City of Holly Hill, Florida

FROM: _____

Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-Supplier work, all taxes, all insurance, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Fee Proposal**.

Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the **Proposal Form** must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

In accordance with the RFP to provide the completed work for the delivery of **Liquid Aluminum Sulfate (ALUM) to the Waste Water Treatment Plant** for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the **Liquid Aluminum Sulfate (ALUM)** is follows:

To be furnished in accordance with the following general specifications and shall conform to standards prescribed by the standard B403-## MOST RECENT STANDARDS.

Bidders shall provide an affidavit of compliance with the requirements of **B403-03 OR MOST RECENT STANDARDS**, product specifications or certificate of analysis, and a Material Safety Data Sheet with the bid form.

The liquid Aluminum Sulfate (Alum) shall have a minimum 48 percent Alum or 8 percent Al_2O_3 and water-insoluble matter shall not to exceed 0.2 percent

Each shipment will be accompanied by a chemical analysis to show that it conforms to specifications.

The liquid Aluminum Sulfate (Alum) shall be delivered into two (2) 3,250 gallon storage tank located at City of Holly Hill Waste Water Treatment Plant, located at 453 LPGA Boulevard, Holly Hill, Florida. Delivery truck will need a minimum of 15' of 3" hose with 3" quick connect. City of Holly Hill's quick connect will be 3" male fitting.

All deliveries shall be F.O.B. City of Holly Hill Waste Water Treatment Plant, located at 453 LPGA Boulevard, Holly Hill, Florida. Delivery will be accepted between 7:00 a.m. to 3:00 p.m. -- Monday through Friday as needed and shall be made within forty eight (48) hours upon notification of need.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF HOLLY HILL RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Total Cost Per Ton Delivered:_____

The City reserves the sole prerogative whether or not to order / contract for any and all work listed in this proposal, and when the work is to be done, all in the best interests of the City. The respondent agrees that this proposal shall be good and may not be withdrawn for a period of 180 days after the opening of proposals.

Authorized Signature

Address

Printed Name & Title

City, State, Zip Code

Company

Telephone No.

Date

Email Address.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X

Form **W-9** (Rev. 10-2007)

Cut and use this label for Proposal Package

CITY OF HOLLY HILL
CITY CLERK
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

RFP# **22-WW-01**

LIQUID ALUMINUM SULFATE (ALUM)

OPENING DATE/TIME:

**February 1, 2022
by 10:00 a.m.**

Attachment: 2021 12 30 - Liquid Aluminum Sulfate (ALUM) RFP Final (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the



**ADDENDUM NUMBER 1
RFP 22-WW-01
LIQUID ALUMINUM SULFATE (ALUM)
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-WW-01** for the above request for **LIQUID ALUMINUM SULFATE (ALUM)** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 Do you have a start date for the contract so we know the initial performance period? Can you confirm the we need to only fix the price for 1 year?

A1. The price is fixed for the first year. The initial period will run from February 15, 2022 to February 15, 2023. After the first year the City will evaluate pricing which is due no later than December 1 of each year.

Q2 What are you currently paying per ton?

A2. \$234.25 per dry ton.

Q3 Who is the current supplier?

A3. C&S Chemicals 4180 Providence Rd., Marietta, GA 30062

Q4 Can I get the most recent bid tabulation?

A4. There is no recent bid tabulation. Current.

Signature acknowledges receipt and understanding of this addendum.

Name/Title

Date

Attachment: 2022 01 07 - Addendum #1 (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

THE DAYTONA BEACH
NEWS-JOURNAL P.O. Box 630476, Cincinnati, OH 45263-0476

PROOF OF PUBLICATION

Amanda Raslowsky
 City Of Holly Hill
 1065 Ridgewood AVE
 Holly Hill FL 32117-2807

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared,
 who, on oath says that he/she is LEGAL COORDINATOR of
 The News-Journal, a daily and Sunday newspaper,
 published at Daytona Beach in Volusia County, Florida; that
 the attached copy of advertisement, being a Govt Bids &
 Proposals in the Circuit Court, was published in said
 newspaper in the issues dated:

01/10/2022

Affiant further says that The News-Journal is a newspaper
 published at Daytona Beach, in said Volusia County, Florida,
 and that the said newspaper has heretofore been
 continuously published in said Volusia County, Florida each
 day and Sunday and has been entered as second-class mail
 matter at the post office in Daytona Beach, in said Volusia
 County, Florida, for a period of one year next preceding the
 first publication of the attached copy of advertisement; and
 affiant further says that he has neither paid nor promised
 any person, firm or corporation any discount, rebate,
 commission or refund for the purpose of securing this
 advertisement for publication in the said newspaper.
 Subscribed and sworn to before on 01/10/2022

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$452.48

Order No: 6759056

Customer No: 465025

PO #:

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
 Notary Public
 State of Wisconsin

INVITATION TO BID
CITY OF HOLLY HILL, FLORIDA
Liquid Aluminum Sulfate (ALUM)
BID# RFP 22-WW-01

5.2.g

Notice is hereby given that the City of Holly Hill, Florida is accepting bids for:

Liquid Aluminum Sulfate (ALUM)

Sealed bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, until 10:00 am, Tuesday, February 1, 2022 at which time and place all proposals received shall be publicly opened and read aloud in the City Hall.

There will be no pre-bid meeting.

Description of Work:

Services to be provided shall include, but not be limited to the following:

The City of Holly Hill, Florida, is requesting proposals from experienced supplier(s) to deliver 190 TONS, more or less, of Liquid Aluminum Sulfate (ALUM) to be furnished in accordance with the following general specifications and shall conform to standards prescribed by the standard B403-03 OR MOST RECENT STANDARDS. Bidders shall provide an affidavit of compliance with the requirements of B403-03 OR MOST RECENT STANDARDS, product specifications or certificate of analysis, and a Material Safety Data Sheet with the bid form.

The Liquid Aluminum Sulfate (ALUM) shall have a minimum 48 percent ALUM or 8 percent Al_2O_3 and water-insoluble matter shall not to exceed 0.2 percent. Each shipment will be accompanied by a chemical analysis to show that it conforms to specifications. The Liquid Aluminum Sulfate (ALUM) shall be delivered into two (2) 3,250-gallon storage tanks located at the City of Holly Hill Waste Water Treatment Plant, 453 LPGA Boulevard, Holly Hill, Florida. Delivery trucks will need a minimum of 15' of 3" hose with 3" quick connect. The City of Holly Hill's quick connect will be 3' male fitting.

All deliveries shall be F.O.B. City of Holly Hill Waste Water Treatment Plant, located at 453 LPGA Boulevard, Holly Hill, Florida. Delivery will be accepted between 7:00 a.m. to 3:00 p.m. - Monday through Friday as needed and shall be made within forty-eight (48) hours upon notification of need.

Copies of the bid documents may be obtained electronically from VendorLink at www.myvendorlink.com. Any addenda to these bid documents will be posted on the VendorLink website. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed in writing to financedirector@hollyhillfl.org. Questions to be submitted no later than 5:00 p.m. on Thursday, January 20, 2022. Addendum will be issued on Friday, January 21, 2022, by 5 P.M.

No performance or bid bond will be required for this project.

All bidders are required to complete and submit the "Public Entity Crime Sworn Statement", Form #PUR 7068, as designated by Florida Statutes, Section 287.133(3)(a), with their bids.

The City of Holly Hill is not responsible for the U.S. mail or private carriers or messengers in regard to mail being delivered by the specified time so that a bid can be considered.

No bids received after the time and date specified for the opening will be considered. The City of Holly Hill, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids reviewed, whenever such rejection or waiver is in the best interest of the City.

One (1) original, and (1) electronic copy on USB flash drive of the bid shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside: LIQUID ALUMINUM SULFATE (ALUM).

CITY OF HOLLY HILL VOLUSIA COUNTY, FLORIDA

s/ Joseph A. Forte
City Manager

L#6759056 Jan. 10, 2022 11

Attachment: 2022 01 11 - 22-WW-01 NJ Proof of Publication (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)



ADDENDUM NUMBER 2
RFP 22-WW-01
LIQUID ALUMINUM SULFATE (ALUM)
CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-WW-01** for the above request for **LIQUID ALUMINUM SULFATE (ALUM)** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1 What is your average shipment size?

A1. 24 wet tons every delivery.

Q2 Is the volume listed 190 tons on pg 6 per dry or liquid ton?

A2. Dry tons.

Q3 On pg 10 tab II, documents, please clarify further on the requirements for professional cert/licenses and affiliations and/or memberships.

A3. If there are any certifications, licenses, affiliation, or memberships required for the manufacturing, testing, or shipment of the product, the bidder will be required to procure them. This applies to EPA, DOT, FLDEP, or any other organizations.

Q4 Please clarify on pg 24 your definition of “major work” and “current projects”. Also on pg 24, please provide clarification on “total fee”. We are not sure how that applies to supply chemicals.

A4. Provide a list of current facilities you supply.

Q5 Could you please provide the previous bid tabulations for the Aluminum Sulfate?

A5. Attached Peace River bid opening.

Q6 Could you provide an estimated delivery Qty? I see that there are (2) 3,250 gal tanks so does that mean it could be between 3,000 – 5,000 gal deliveries?

A6. The City orders 24 wet tons every delivery and confirms that it can receive 24 wet tons at the specified concentration.

Attachment: 22-WW-01 Addendum #2 (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

Signature acknowledges receipt and understanding of this addendum.

Name/Title

Date

Attachment: 22-WW-01 Addendum #2 (2022-R-14 : Award C&S Chemicals the Contract to Supply ALUM to the City)

Bid Meeting RFP 22-WW-01
Liquid Aluminum SulfATE (alum)
Feb-1-2022

Contractor	Bid Price	# Copies	Flash Drive	Insurance Certificate	Addendum
Chemtrade	\$405/dry ton	1	✓		1, 2
Amity Chemical LLC	\$415/dry ton	1	✓		1, 2
Platcher Chemical of Florida Inc	\$371/dry short ton	1	✓		1, 2
C n's chemicals	\$363/dry ton	1	✓		1, 2

RFP				
22-WW-01				
Liquid Aluminum Sulfate (ALUM)				
X denotes documents were submitted with proposers bid submission				
	Affinity Chemical LLC	C & S Chemicals	Chemtrade Chemicals US LLC	Thatcher Checmical of Florida Inc
Minimum Requirements				
Title Page			X	
Table of Contents			X	
Management Summary	Not required by RFP	Not required by RFP	Not required by RFP	Not required by RFP
Corporate Experience and Capacity	Not required by RFP	Not required by RFP	Not required by RFP	Not required by RFP
Specialized Expertise of Team Members	Not required by RFP	Not required by RFP	Not required by RFP	Not required by RFP
Customer Listing	Not required by RFP	Not required by RFP	Not required by RFP	Not required by RFP
Staff Qualifications, Resumes and Organizational Charts	Not required by RFP	Not required by RFP	Not required by RFP	Not required by RFP
Acceptance of Conditions			X	
Professional Certifications/Licenses, Affiliations and/or Memberships		X	X	
Prior Projects	Not required by RFP	Not required by RFP	Not required by RFP	Not required by RFP
Standard Contract Agreement		X	X	X
Proposers Checklist	X	X	X	X
Conflict of Interest Affidavit	X	X	X	X
Proposers Qualification Form	X	X	X	X
Declaration Statement	X	X	X	X
Insurance Requirements		X	X	X
Drug Free Workplace Certification	X	X	X	X
Non-Collusion Affidavit of Prime Bidder	X	X	X	X
Acknowledgements	X	X	X	X
Compliance of Public Records Law	X	X	X	X
References Form	X	X	X	X
Public Entity Crimes Statement	X	X	X	X
Vendor Information		X	X	X
W9	X	X	X	X
Label			X	
Addendum 1	X	X	X	X
Addendum 2	X	X	X	X
Pricing Proposal Form	X	X	X	X

RFP 22-WW-01 Liquid Aluminum Sulfate (ALUM)
Committee Summary Ranking Sheet
February 8, 2022 10:00am

	Antoine Khoury	John Dally	Shawn Hebert	TOTAL POINTS	RANK (1=Highest)
Affinity Chemical LLC	88.72	87	81	256.72	4
C&S Chemicals	100	100	99	299	1
Chemtrade Chemicals US LLC	90.67	90	83	263.67	3
Thatcher Chemical of Florida Inc	98.06	98	95	291.06	2

Amanda Kaslawsky
 Printed Name

Amanda Kaslawsky
 Signature

RFP #22-WW-01 Liquid Aluminum Sulfate (ALUM)				
Contractors Name	Qualifications (10 Points)	Quote Price (90 Points)	Total Score	Ranking
Chem Trade	10	80.67	90.67	4
Affinity Chemicals	10	78.72	88.72	3
Thatcher Chem of Florida	10	88.06	98.06	2
C&S Chemicals	10	90.00	100.00	1

Reviewer	Antoine Khoury
----------	----------------

RFP #22-WW-01 Liquid Aluminum Sulfate (ALUM)

Contractors Name	Qualifications (10 Points)	Quote Price (90 Points)	Total Score	Ranking
Chem Trade	9	81.00	90.00	3
Affinity Chemicals	8	79.00	87.00	4
Thatcher Chem of Florida	10	88.00	98.00	2
C&S Chemicals	10	90.00	100.00	1

Reviewer	John Dally
----------	------------

RFP #22-WW-01 Liquid Aluminum Sulfate (ALUM)

Contractors Name	Qualifications (10 Points)	Quote Price (90 Points)	Total Score	Ranking
Chem Trade	5	78.00	83.00	3
Affinity Chemicals	5	76.00	81.00	4
Thatcher Chem of Florida	8	87.00	95.00	2
C&S Chemicals	9	90.00	99.00	1

Reviewer	Shawn Hebert
----------	--------------



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Ordinance**

MEETING DATE: February 22, 2022
FROM: Valerie Manning
SUBJECT: **FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 2, Administration, Article II., City Commission to Create Section 2-32, City Commission Badges; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.**
NUMBER: 2022-O-3047
APPLICANT:
PLANNER:

DISCUSSION:

Many cities issue their City Commission and Council members an identification badge which would allow the member to have proof of identification as a public official. Many years ago the City of Holly Hill issued similar badges to its City Commissioners. Over time this practice has stopped.

The attached Ordinance would formalize a program to issue badges to City Commissioners and also have a process to issue a badge to an outgoing Mayor or Commissioner that would be mounted in a frame or plaque and a remembrance of their time served.

FISCAL

ANALYSIS:

Badges were purchase several years ago and held in the City Manager's office. There is no expenditure at this time.

STAFF

RECOMMENDATION:

To approve the first reading of the Ordinance and issue a wallet badge and lapel badge to each member of the City Commission upon approval of second reading.

COMMISSION GOAL:

N/A

MOTION:

APPROVE AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE II., CITY COMMISSION TO CREATE SECTION 2-32, CITY COMMISSION BADGES AND ISSUE A WALLET BADGE AND A LAPEL BADGE TO EACH MEMBER OF THE CITY COMMISSION UPON APPROVAL OF THE PUBLIC HEARING / SECOND

READING.

Ordinance No. 2022-3047**FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE II., CITY COMMISSION TO CREATE SECTION 2-32, CITY COMMISSION BADGES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE II., CITY COMMISSION TO CREATE SECTION 2-32, CITY COMMISSION BADGES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, this Ordinance does not change the amount of compensation being paid to the City Commission members; and

WHEREAS, the City Clerk shall be responsible for purchasing and record-keeping related to badges issued to elected officials. The City Clerk shall utilize such forms and procedures as deemed necessary and appropriate to satisfy the responsibilities assigned to that Office under this subsection; and

WHEREAS, the badge is the property of the City of Holly Hill until re-issued as a termination badge as set forth in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. - ISSUANCE OF BADGES.

- A. The City Manager is authorized to issue to each member of the City Commission a city badge designating the member as the Mayor or a member of the City Commission. No member of the City Commission shall have more than two badges at any time during such member's term of office consisting of a wallet badge and a
- B. Each badge issued shall have a unique identification and the City Clerk shall maintain records containing the identification of each badge, the date of issuance, and the name and address of the member of the City Commission to whom the

badge was issued.

- C. Loss of the badge shall be reported immediately to the City Clerk in writing, with replacement at the expense of the person to whom the badge was issued.
- D. Each member of the City Commission, to whom a badge is issued, shall reimburse the City for the cost to replace the badge in the event the badge is destroyed through the members negligence or if the badge is lost for any reason.

SECTION 2. - PRESENTATION OF BADGE UPON TERMINATION OF SERVICE.

- A. Notwithstanding any other provision of the City of Holly Hill Code of Ordinances, the city may present to the member of the City Commission the member's badge(s) (including if applicable a Mayor badge) upon the termination of the members service, in excess of four (4) years, as a member of the City Commission. Prior to such presentation, the City Clerk shall cause the badge(s) to be affixed permanently to a plaque, within a frame, or otherwise presented in a manner that will effectively improper the use of the badge.
- B. No person shall remove a badge presented from the plaque, frame or other presentation material, or wear such badge, or otherwise display the badge unless the badge is displayed in or on a presentation material.

SECTION 3. - UNLAWFUL USE OF CITY COMMISSION BADGE.

- A. The badge may be used only during activities related to the responsibilities of the City Commission.
- B. It shall be a violation of the city's policy for any member of the City Commission to use the badge for any purpose except as reasonably necessary for identification when acting in an official capacity as a member of the City Commission or as the Mayor. In addition, it shall be a violation of the city's policy for any person to wear, exhibit or use the badge with the intent of fraudulently impersonating a City Official or fraudulently inducing the belief that the person is a City Official at the time the badge is worn, displayed, or used.
- C. Any member or former member of the City Commission found to be misusing the privilege of possession of the badge, at the discretion of the City Commission, shall forfeit the badge immediately.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent

provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 22nd day of FEBRUARY, 2022 for first reading.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

6.2

MEETING DATE: February 22, 2022
FROM: Joseph Forte
SUBJECT: Negotiated Lien Reduction 154 Burleigh Avenue
NUMBER: (ID # 3647)
APPLICANT:
PLANNER:

DISCUSSION:

The property located at 154 Burleigh Avenue, Holly Hill, FL 32117, Parcel ID# 533721000010 (Property) has been in a state of disrepair and neglect for an extended period of time despite repeated demands and code enforcement action by the City of Holly Hill (City).

David Lloyd Trimble (deceased) is the owner of record of the property. SAKL Properties, LLC, (Buyer) is a Kentucky based business doing business in the State of Florida as a foreign entity until the establishment of a Florida based company, is interested in buying and rehabilitating the property and is currently under contract with an "AS IS" Purchase Agreement with a closing scheduled for Friday, February 11, 2022. The first code violation on the property (temporary storm protection) has been brought into compliance and the lien for this violation will be paid to the City of Holly Hill at closing in the amount of \$27,050.00.

The City Manager was willing to allow Buyer a reasonable period of time to refurbish the property, not to exceed 60 days from the date of closing, to remedy all recorded code enforcement violations into compliance. The City offered a reduction to the second lien (repair of vehicles, exterior walls, protective treatment) to Buyer to an amount not to exceed \$2,600.00 and file a release of lien after the property is brought into compliance no later than 60 days following the closing.

In conclusion:

- 1) The City will receive payment from the closing through the title company, in an amount not less than \$27,050.00 as payment for the recorded lien for the first violation. Case # 19-1408
- 2) The City hereby, agrees to release all liens under the new ownership of Buyer to an amount not to exceed \$2,600.00 and file a release of lien after the property is brought into compliance no later than 60 days following the closing. Case # 21-4668
- 3) Buyer hereby agrees to:
 - a) Acquire the property within 30 days of the date of the last party to sign this

Agreement.

- b) Within 60 days of becoming the owner of the property, the Buyer shall remedy the existing code violations and take other action necessary to correct the existing code violations bringing the property into compliance.
- 4) If the Buyer fails to comply with the above requirements, the Buyer acknowledges that the City has the right to collect the remaining balance of the lien in the amount of \$26,000.00 or pursue foreclosure.

FISCAL**ANALYSIS:**

The City will receive \$27,050.00 from the closing to release the first lien and \$2,600.00 to release the second lien after the repairs are made within 60 days following the closing.

STAFF RECOMMENDATION:

To approve the negotiated lien reduction from \$26,000.00 to \$2,600.00 upon the property being brought into compliance 60 days from the date of closing.

COMMISSION GOAL:

N/A

MOTION:

TO APPROVE THE NEGOTIATED LIEN REDUCTION FROM \$26,000.00 TO \$2,600.00 UPON THE PROPERTY BEING BROUGHT INTO COMPLIANCE 60 DAYS FROM THE DATE OF CLOSING.

- 154 Burleigh Av.e Agenda item to release 2nd lien(PDF)



AGREEMENT
Request to Reduce Lien.
154 Burleigh Ave.
Holly Hill, FL 3217

WHEREAS, the property located at 154 Burleigh Ave. Holly Hill, FL 32117, Parcel ID# 533721000010 (Property) has been in a state of disrepair and neglect for an extended period of time despite repeated demands and code enforcement action by the City of Holly Hill (City).

WHEREAS, David Lloyd Trimble (deceased) is the owner of record of the Property.

WHEREAS, SAKL Properties, llc. (Buyer) is a Kentucky based business doing business in the State of Florida as a foreign entity until the establishment of a Florida based company, is interested in buying and rehabilitating the Property and is currently under contract with an "AS IS" Purchase Agreement with a closing scheduled for Friday, February 11, 2022.

WHEREAS, The first code violation on the property (temporary storm protection)has been brought into compliance and the lien for this violation will be paid to the City of Holly Hill at closing in the amount of \$27,050.00.

WHEREAS, the City is willing to allow Buyer a reasonable period of time to refurbish the Property, not to exceed 60 days from the date of closing, to remedy all recorded code enforcement violations into compliance.

WHEREAS, the City is reducing the second lien(repair of vehicles, exterior walls, protective treatment) to Buyer to an amount not to exceed \$2,600.00 and file a release of lien after the property is brought into compliance no later than 60 days following the closing.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

- 1) The City will receive payment from the closing through the title company, in an amount not less than \$27,050.00 as payment for the recorded lien for the first violation. Case # 19-1408
- 2) The City hereby agrees to release all liens under the new ownership of Buyer to an amount not to exceed \$2,600.00 and file a release of lien after the property is brought into compliance no later than 60 days following the closing. Case # 21-4668
- 3) Buyer hereby agrees to:

1065 Ridgewood Ave Holly Hill, Florida 32117
Hollyhillfl.org



- a) Acquire the Property within 30 days of the date of the last party to sign this Agreement.
- b) Within 60 days of becoming the owner of the Property, the Buyer shall remedy the existing code violations and take other action necessary to correct the existing code violations bringing the property into compliance.
- 4) If the Buyer fails to comply with the above requirements, the Buyer acknowledges that the City has the right to collect the remaining balance of the lien in the amount of \$26,000.00 or pursue foreclosure.
- 5) Venue for any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida and the parties specifically waive any Federal Court jurisdiction and agree that the State court shall have jurisdiction for all claims.

City of Holly Hill

By: [Signature]

Title: City Manager

Date: 2-10-2022

Buyer

Date

[Signature]
John Thomas Oates
SAKL Properties, llc

2-10-22

[Signature]
Melissa Oates
SAKL Properties, llc

2-10-22



Attachment: 154 Burleigh Ave.e Agenda item to release 2nd lien (3647 : Negotiated Lien Reduction 154 Burleigh Avenue)

HomeLight Settlement, LLC
 3505 East Frontage Road, Suite 100
 Tampa, FL 33607
 (813) 321-5096

ALTA Combined Settlement Statement

File #:	FL-22-4177	Property	154 Burleigh Avenue	Settlement Date	02/11/2022
Prepared:	02/10/2022		Daytona Beach, FL 32117	Disbursement Date	02/11/2022
Escrow Officer:	Brittany Pugh	Buyer	SAKL Properties LLC		
		Seller	David Lloyd Trimble		
			612 Lillian Drive		
			Orlando, FL 32806		
		Lender			

Seller			Buyer	
Debit	Credit		Debit	Credit
		Primary Charges & Credits		
	\$120,000.00	Sales Price of Property	\$120,000.00	
		Deposit		\$10,000.00
		Prorations/Adjustments		
\$221.60		County Taxes 01/01/2022 to 02/11/2022		\$221.60
		Government Recording and Transfer Charges		
		Recording Fees	\$18.50	
		---Deed: \$18.50		
		---Mortgage: \$0.00		
\$840.00		Documentary Stamp Tax (State Deed Taxes) to Official Records Department		
		E Record Fee to Simplifile	\$5.00	
		Commissions		
\$3,000.00		Listing Agent Commission to *Realty Exchange, LLC		
\$3,000.00		Selling Agent Commission to Florida Realty Investments		
		Title Charges		
\$375.00		Title - Settlement Fee to HomeLight Settlement, LLC	\$375.00	
\$85.00		Title Search fee to HomeLight Settlement, LLC		
\$675.00		Title - Owner's Title Policy to HomeLight Settlement, LLC		
		Miscellaneous Charges		
\$520.79		4th Installment for 2021 Taxes to Volusia County Tax Collector		
\$155.00		Municipal Lien Fee to TFG Property Reports		
\$27,050.00		Payoff for Code to Clerk of the court		
Seller			Buyer	
Debit	Credit		Debit	Credit
\$35,922.39	\$120,000.00	Subtotals	\$120,398.50	\$10,221.60
		Due from Buyer		\$110,176.90
\$84,077.61		Due to Seller		
\$120,000.00	\$120,000.00	Totals	\$120,398.50	\$120,398.50

Attachment: 154 Burleigh Av.e Agenda item to release 2nd lien (3647 : Negotiated Lien Reduction 154 Burleigh Avenue)

Acknowledgement

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement.

We/I authorize HomeLight Settlement, LLC to cause the funds to be disbursed in accordance with this statement.

SAKL Properties LLC, a Kentucky Limited Liability Company

By: _____
Melissa Oates, Member Date

David Lloyd Trimble _____ Date

Settlement Agent _____ Date

Attachment: 154 Burleigh Ave Agenda item to release 2nd lien (3647 : Negotiated Lien Reduction 154 Burleigh Avenue)

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

SAKL PROPERTIES
JOHN THOMAS OATES SOLE MBR
173 SUSAN TRCE
NICHOLASVILLE, KY 40356

Date of this notice: 01-09-2020

Employer Identification Number:
84-4225325

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-4225325. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is SAKL. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Attachment: 154 Burleigh Ave.e Agenda item to release 2nd lien (3647 : Negotiated Lien Reduction 154 Burleigh Avenue)



Kentucky Secretary of State Michael G. Adams

SAKL Properties LLC

File Annual Report	File Statement of Change of Principal Office
File Statement of Change of registered Agent / Registered Address	
Printable Forms	Additional Services
Certificates	

General Information

Organization Number	1082986
Name	SAKL Properties LLC
Profit or Non-Profit	P - Profit
Company Type	KLC - Kentucky Limited Liability Company
Status	A - Active
Standing	G - Good
State	KY
Country	USA
File Date	1/9/2020 2:40:05 PM
Organization Date	1/9/2020
Last Annual Report	N/A
Principal Office	173 Susan Trce Nicholasville, KY 40356
Managed By	Members
Registered Agent	Dorretha Rice 204 Orange Blossom Dr Nicholasville, KY 40356

Current Officers

Individuals / Entities listed at time of formation

Organizer	John Thomas Oates
Registered Agent	Dorretha Rice

Images available online

Documents filed with the Office of the Secretary of State on September 15, 2004 or thereafter are available as scanned images or PDF documents. Documents filed prior to September 15, 2004 will become available as the images are created.

Articles of Organization

1/9/2020 2:40:05 PM

1 page

PDF

Assumed Names**Activity History**Filing
Add

File Date

1/9/2020 2:40:05 PM

Effective Date

1/9/2020 2:40:05 PM

Org. Referenced

Microfilmed Images

Contact Site Map

Privacy Security Disclaimer Accessibility

© Commonwealth of Kentucky
All rights reserved.

Kentucky Unbridled Spirit

Organization ID # 1082986
 State of origin KY
 Filing fee \$15.00

Commonwealth of Kentucky
 Michael G. Adams, Secretary of State



1082986

Michael G. Adams
 Secretary of State
 P. O. Box 1150
 Frankfort, KY 40602-1150
 (502) 564-3490
<http://www.sos.ky.gov>

Amended 2021 Annual Report

ARA

Exact limited liability company name and principal office address

SAKL PROPERTIES LLC
 213 THAMES CIRCLE
 NICHOLASVILLE KY 40356

The principal office address and registered agent name/office address cannot be changed on this form. You can file online at <https://web.sos.ky.gov/lftsearch> or forms can be downloaded from our website.

Registered Agent and Registered Office Address

FOWLER BELL PLLC
 300 WEST VINE STREET
 SUITE 600
 LEXINGTON, KY 40507

Members - List the name And address of the limited liability company's members. If not specified, addresses default to the LLC's principal office address.. Member-managed LLCs are not required to list their members.

JOHN THOMAS OATES

X Melissa Oates
 Signature of member Or manager (Required)

Member
 Title (Required)

1-3-2021
 Date (Required)

Commonwealth of Kentucky
Michael G. Adams, Secretary of State

Michael G. Adams
 Secretary of State
 P. O. Box 718
 Frankfort, KY 40602-0718
 (502) 564-3490
<http://www.sos.ky.gov>

Articles of Organization
Limited Liability Company

LA00
 1082986.06
 Michael G. Adams
 Secretary of State
 Received and Filed
 1/9/2020 2:40:05 PM
 Fee receipt: \$40.00

KLC

For the purposes of forming a limited liability company in Kentucky pursuant to KRS Chapter 275, the undersigned organizer hereby submits the following Articles of Organization to the Office of the Secretary of State for filing:

Article I: The name of the company is

SAKL Properties LLC

Article II: The street address of the company's initial registered office in Kentucky is

204 Orange Blossom Dr, Nicholasville, KY 40356

and the name of the initial registered agent at that address is **Dorretha Rice**

Article III: The mailing address of the company's initial principal office is

173 Susan Trce, Nicholasville, KY 40356

Article IV: The limited liability company is to be managed by **Members**

Executed by the Organizer on Thursday, January 09, 2020

Name of Organizer: **John Thomas Oates**

Signature of individual signing on behalf of Organizer:

John Thomas Oates

I, **Dorretha Rice**, consent to serve as the Registered Agent on behalf of the limited liability company.

Signature of Registered Agent or individual signing on behalf of the company serving as Registered Agent:

Dorretha Rice

Attachment: 154 Burleigh Ave Agenda item to release 2nd lien (3647 : Negotiated Lien Reduction 154 Burleigh Avenue)

RESOLUTION

Whereas, SAKL Properties LLC is a Kentucky limited liability company;

Whereas, John Thomas Oates is the sole member;

Now, therefore, upon a duly called meeting of SAKL Properties LLC, the following resolution was duly adopted:

BE IT RESOLVED, that Melissa Oates shall be installed as Manager of SAKL Properties LLC. The Manager shall have the power and authority to act as the Company's authorized agent to act on behalf of the Company and in such capacity to execute all deeds, closing statements, contracts, and other documents necessary or appropriate to accomplish the actions and purposes of the LLC. Third parties may rely upon this Resolution and certification. Further, all acts of Melissa Oates, in her capacity as authorized agent, shall be binding upon the Company.

Date: 2-5-2020


John Thomas Oates, Member

Date: 2-5-2020


Melissa Oates, Manager

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF REVENUE
 FRANKFORT
 40620
 revenue.ky.gov

1/10/2020

SAKL Properties LLC
 173 Susan Tree
 Nicholasville KY 403562692

RE: Corporation Income Tax and/or Limited Liability Entity Tax
 Account Number: 000844730

The Corporation Income Tax and/or Limited Liability Entity Tax account number referenced above has been assigned to your business. Please use this account number on all tax returns and correspondence regarding Corporation Income and/or Limited Liability Entity taxes. Department of Revenue (DOR) records indicate the liability date, or date when your company began doing business in this state, pursuant to KRS 141.010(7), is 01/09/2020. Doing business in this state is defined below in paragraph 5.

KRS 141.010(4) states that a corporation is defined in Section 7701(a)(3) of the Internal Revenue Code. Every corporation doing business in this state is subject to corporation income tax, except those specifically listed as exceptions under KRS 141.040(1)(a)-(h).

KRS 141.010(21) defines a pass-through entity as any partnership, S corporation, limited liability company, limited liability partnership, limited partnership, or similar entity recognized by the laws of this state that is not taxed for federal purposes at the entity level, but instead passes to each partner, member, shareholder, or owner their proportionate share of income, deductions, gains, losses, credits, and any other similar attributes. KRS 141.010(15) defines a limited liability pass-through entity as any pass-through entity that affords any of its partners, members, shareholders, or owners, through function of the laws of this state or laws recognized by this state, protection from general liability for actions of the entity.

Every corporation and every limited liability pass-through entity doing business in this state, except those specifically listed as exempt under KRS 141.0401(6)(a)-(r), are subject to the limited liability entity tax as computed under KRS 141.0401(2)(b) or a statutory minimum of \$175.00, whichever amount is greater.

Pursuant to KRS 141.010(7), doing business in this state includes but is not limited to the following:

- (a) Being organized under the laws of this state;
- (b) Having a commercial domicile in this state;

- (c) Owning or leasing property in this state;
- (d) Having one (1) or more individuals performing services in this state;
- (e) Maintaining an interest in a pass-through entity doing business in this state;
- (f) Deriving income from or attributable to sources within this state, including deriving income directly or indirectly from a trust doing business in this state or deriving income directly or indirectly from a single-member limited liability company that is doing business in this state and is disregarded as an entity separate from its single member for federal income tax purposes; or
- (g) Directing activities at Kentucky customers for the purpose of selling them goods or services.

Nothing in this subsection (KRS 141.010(7)) shall be interpreted in a manner that goes beyond the limitations imposed and protections provided by the United States Constitution or Pub. L. No. 86-272.

For assistance with updating your business information, contact the Division of Registration at 502-564-3306.

If forms are needed for current or prior year filing purposes, they are available at <https://revenue.ky.gov>.

For information regarding filing and payment of returns, contact the tax division listed below.

Division of Corporation Tax
 P.O. Box 181, Station 52
 Frankfort KY 40602-0181
 Phone: (502) 564-8139
 Fax: (502) 564-0058
 Email: KRC.WebResponseCorporationTax@ky.gov



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

8.A.a

MEETING DATE: February 22, 2022
FROM: Joseph Forte
SUBJECT: Emergency Piggy Back Contract for IT Services
NUMBER: (ID # 3652)
APPLICANT:
PLANNER:

DISCUSSION:

Recently, the IT Director became ill and will be out of the office for several weeks. Without a backup person in the IT Department, there is no one available to maintain the day to day operation or to address daily issues. During this emergency, the City Manager consulted with the former IT Manager from Ormond Beach who together with Advanced Systems Solutions Inc. (ASSI) and Empire Computing, two consultants Ormond Beach uses, they have been able to maintain the systems.

The City Manager entered into an as needed piggyback agreements with ASSI and Empire Computing until such time as the IT Director can return to work full time.

FISCAL ANALYSIS:

Funds for these expenditure will be taken from contingency accounts.

- Ormond Beach RES 2019-123 for RFP 2019-28-Advanced Systems Solutions Exhibit A (PDF)
- Empire Piggyback Agreement (PDF)
- ASSI Piggyback Agreement(PDF)

RESOLUTION NO. 2019-123

A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF CONTRACTS WITH THREE PROFESSIONAL FIRMS FOR INFORMATION TECHNOLOGY CONTRACTING SERVICES ON AN AS-NEEDED BASIS, UNDER RFP 2019-28; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised a Request for Proposals (RFP 2019-28) for professional information technology services on an as needed basis relative to various projects throughout the City (“the Project”), and

WHEREAS, the City's professional staff have reviewed the proposals received and have negotiated contracts with three (3) firms to provide the aforescribed professional services (copies of said proposals being incorporated in the contracts which are attached hereto and incorporated herein by reference), and

WHEREAS, based on the foregoing, the City's professional staff recommends that the City Commission accept the proposals of Advanced Systems Solutions, Inc.; Empire Computing and Consulting, Inc.; and James Moore & Co., P.L. to provide services for the Project at the prices set forth on the attached contracts, and

WHEREAS, the City Manager has certified that money for the project, not to exceed \$45,000.00 annually, has been appropriated to the General Fund (301), and has not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Advanced Systems Solutions, Inc. to provide professional information technology services on an as needed basis relative to various projects throughout the City.

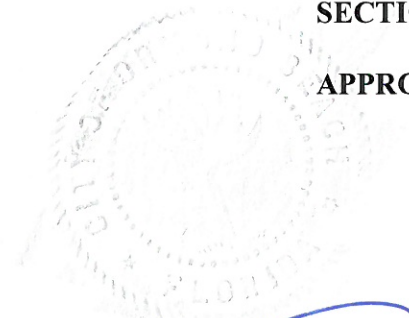
SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Empire Computing and Consulting, Inc. to provide professional information technology services on an as needed basis relative to various projects throughout the City.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with James Moore & Co., P.L. to provide professional information technology services on an as needed basis relative to various projects throughout the City.

SECTION FOUR. All other proposals relative to the aforescribed Project shall be deemed rejected upon the execution of contracts with Advanced Systems Solutions, Inc.; Empire Computing and Consulting, Inc.; and James Moore & Co., P.L.

SECTION FIVE. This Resolution shall take effect immediately upon its adoption.

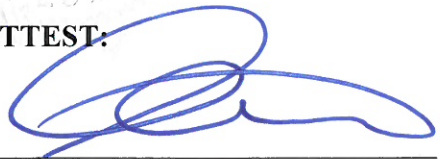
APPROVED AND AUTHENTICATED this 30th day of July, 2019.





BILL PARTINGTON
Mayor

ATTEST:



COLBY J. CILENTO
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Advanced Systems Solutions, Inc.** ("Contractor"), 1831 S. Orange Blossom Trail, Apopka, FL 32703, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated May 22, 2019, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years with two (2) automatic one-year renewal options for a total not to exceed five (5) years, unless City provides at least thirty (30) days prior written notice to Contractor of its intent not to renew the Agreement.
3. **Consideration.** Contractor shall perform the services at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Advanced Systems Solutions, Inc.
Nat Edmonds, Vice President
1831 S. Orange Blossom Trail
Apopka, FL 32703

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:
- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:
- \$100,000. Each Accident Bodily Injury by Accident
 \$100,000. Each Employee Bodily Injury by Disease
 \$500,000. Policy Limit Bodily Injury by Disease
- Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.
- It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)

\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated

aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor 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. All records stored

electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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:

**COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 30 day of July, 2019.

Witnesses:

CITY OF ORMOND BEACH


 Print Name: COLBY CILENTO

By: Bill Partington
BILL PARTINGTON
 Mayor

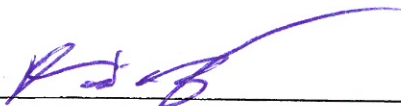
Cassidi Ritz
 Print Name: Cassidi Ritz

By: Joyce Shanahan
JOYCE SHANAHAN
 City Manager

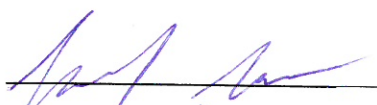
DATED this _____ day of _____, 2019.

Witnesses:

ADVANCED SYSTEMS SOLUTIONS, INC.


 Print Name: David Souza

By: Nat Edmonds
 Print Name: Nat Edmonds
 Title: Vice President


 Print Name: Denise Puer

Attest: Bruce Biladeau
 Print Name: Bruce Biladeau
 Title: Senior Consultant



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: AS NEEDED INFORMATION TECHNOLOGY CONTRACTING SERVICES

RFP NUMBER: 2019-28

RFP OPENING DATE & TIME: May 22, 2019 @ 2:00 PM

RFP OPENING LOCATION: City Hall Upstairs Conference Room

PRE-SUBMITTAL MEETING: N/A

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Advanced Systems Solutions Inc.

PROPOSER'S MAILING ADDRESS: 1831 S Orange Blossom Trail

CITY-STATE-ZIP: Apopka, FL 32703

F.E.I.N.: 47-1271192

PHONE NUMBER: 407-801-0177 **FAX NUMBER:**

If returning as a "No Submittal", please state reason (s):

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City renders final payment to the Proposer.

X

AUTHORIZED SIGNATURE (MANUAL)

Nat Edmonds

NAME (TYPED)

Vice President

TITLE

05/22/2019

DATED

As Needed Information Technology Contracting Services

Prepared For: City of Ormond Beach
RFP Number: 2019-28
Due 2:00 PM, May 22, 2019

Prepared By: Advanced Systems Solutions Inc.
1831 S Orange Blossom Trail
Apopka, FL 32703
O: 407-801-0177
E: nedmonds@advancedsystemssolutions.com





Advanced Systems Solutions Inc. Staff would like to thank the City of Ormond Beach for the opportunity to present this proposal to provide as needed Information Technology Contracting Services. Our team hopes that you find the information contained within this proposal to be pertinent and helpful in choosing a partner for your IT support needs.

Letter of Transmittal

May 22, 2019

Robert Schattie
Purchasing Office
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

Greetings Robert:

Advanced Systems Solutions is pleased to provide this proposal to the City of Ormond Beach, per RFP # 2019-28, to provide our qualifications to provide information technology professional technical services for the Information Technology Division of Ormond Beach on an as needed basis. ASSI has read and understands all terms and conditions of RFP # 2019-28 and agrees to be bound to the terms herein. We have enclosed one (1) unbound original and three (3) bound copies and one (1) electronic fully complete copy in pdf format on a thumb drive.

As a service provider with employees experienced working as subcontractors on Ormond Beach projects, we believe we can provide great value. ASSI has a well-versed team of professionals that have performed as-needed professional IT services for projects ranging from the City's virtual upgrades to Microsoft Exchange migrations. We have also provided 3rd-tier technical support and troubleshooting services to the Information Technology Division of Ormond Beach for critical issues affecting operations. We possess the experience and intimate knowledge of Ormond Beach's network that positions us to provide accurate and reliable support.

We look forward to hearing from you. If you have any questions or we can be of assistance in any way, please feel free to contact me, Nat Edmonds at 407-801-0177.

Sincerely,

Nat Edmonds
Vice President
Advanced Systems Solutions Inc.
p: 407-801-0177
e: nedmonds@advancedsystemssolutions.com

Table of Contents

I. Executive Summary	1
II. General Information.....	1
Independence.....	1
Conflict of Interest.....	1
Understanding of Requirements	1
III. Summary of Qualifications	2
Qualifications.....	2
Capabilities	3
IV. Resumes and Experience	4
V. References.....	7
The Briar Team	7
City of Port Orange, Florida.....	9
City of Cocoa, Florida.....	10
Innovative Group.....	11
City of Ormond Beach, Florida	11
VI. Additional Required Proposal Submittal Forms	13
Certificates of Insurance	13
RFP Response Forms	16
RFP 2019-28 As Needed Information Technology Contract Service Rates	16

<click on a title to jump to that section>

I. Executive Summary

ASSI was founded with the idea of providing fast, friendly, enterprise-class network support to our clients around the world at an affordable rate by using our cloud-based abilities. Our staff has designed and implemented projects for over 500 networks, and our reputation has been built on years of successfully planning, implementing and maintaining networks including networks similar in setup to that found within the City of Ormond Beach.

ASSI is a Florida-based firm with local offices in Apopka Florida. Work for this proposal will be completed out of ASSI's offices located at 1831 S OBT, Apopka, FL 32703. Please see the section titled "Resumes and Experience" for a listing of key staff members. These and additional staff/personnel shall be assigned to the City of Ormond Beach based on the specific needs of the project.

ASSI is vendor-neutral and does not represent any manufacturer, products, or services. We have assisted numerous cities and counties with their technology needs, both strategically and operationally, with a reputation for completing projects within the time and budget specified, without delay or interference.

II. General Information

ASSI Inc has been in active service to Florida local governments since coming to the Central Florida area in December of 2013 and has been performing services specific to this RFP since that date. We have a reputation of delivering 3rd-tier support services that are not only stable but easy to maintain.

Independence

ASSI has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of services hereunder. No subcontractor or person having such an interest shall be employed by ASSI.

ASSI certifies, to the best of our knowledge, that no City of Ormond Beach officers or employees have or will have any financial interest under this proposal.

ASSI expressly agrees that in the performance of the services required under this proposal, that the firm, and any of its subcontractors or employees, shall always be considered independent contractors and not agents of the City of Ormond Beach, Florida.

Conflict of Interest

There is nothing that would constitute a conflict of interest relative to the submission of this RFP, and all subsequently issued addendums, between ASSI and the City of Ormond Beach, nor with employees of either entity.

Mr. Thomas Craig, Mr. Nat Edmonds, Mr. Derek Warner, and Mr. Tom Babington have subcontracted for in the past, and have maintained a professional relationship with, the City of Ormond's IT Director, Mr. Ned Huhta, and members of his Ormond Beach Information Technology Division. Although the aforementioned are professional colleagues, this does not constitute a conflict of interest.

Understanding of Requirements

ASSI has read, understands, and agrees to abide by all terms and conditions set forth in RFP Package # 2019-28.

III. Summary of Qualifications

ASSI is a customer service oriented technology consulting firm with extensive experience servicing local governments. With our primary offices located in Central Florida, ASSI is ready to meet the City of Ormond Beach's technology consulting and staffing needs from our Central Florida offices located at 1831 S Orange Blossom Trail, Apopka, FL 32703. Ormond Beach's primary point of contact for this proposal is Nat Edmonds, Vice President for ASSI, telephone: 407-801-0177 FEIN # 47-1271192.

ASSI has never had any claims, lawsuits, arbitrations, or administrative hearings brought forth by any clients for work performed. ASSI has never been convicted of a Public Entity Crime, debarred or suspended from bidding by any government entity. ASSI enjoys a flawless work record and our reputation in the government technology consulting industry is beyond reproach as can be seen through our extensive list of client references, comprised of many Florida local government organizations throughout the State.

Qualifications

Our core business is assisting small and medium businesses, cities, counties, and electric utilities to manage and maintain their networks for various levels of compliance and auditing purposes. ASSI is a Florida-registered technology solutions firm that brings to the table seasoned professionals who have served as prime consultants on many complex and highly visible private and public projects. ASSI has been relied upon by a wide variety of organizations to assist in meeting their information technology goals.

We have a long history of helping organizations make major infrastructure changes without causing interruption to the day-to-day operations of end-users. We take the time to plan projects so that there is a rollback plan for every step of the project, with each task being thoroughly tested and documented.

Our consultants are all experts in the IT area of "Break/Fix" and are well versed regarding infrastructure troubleshooting. We understand the sense of urgency that is required when supporting government IT departments, and the slight differences from the public sector that makes IT unique for cities and counties.

Our knowledge and experience with City of Ormond Beach's network infrastructure provides us an insight and avoids the learning curve usually associated with the onboarding process of a new support company.

We have meticulously reviewed the requirements of RFP # 2019-28 and thoroughly understand the nature and scope of the services to be provided. ASSI can comply with all requirements contained in the request for proposal.

Our Apopka-based consulting team will be your local resource for this project. We believe that the considerable expertise of the ASSI team makes us the right partners to help you determine the best path to take to ensure that your network is strategically designed to be stable, secure, sustainable, and performs to your standards.

Capabilities

We are a full-service IT support company who can provide services ranging from project planning assistance, to full scale planning and implementation of solutions. Our engineers are well versed in many services and solutions as displayed by some of our offerings that include:

On-Call Support Services

For the City of Ormond Beach, this provides the level of knowledge required to keep its systems, networks and operations running at optimum levels and with the latest technologies. We have deep roots in architecture, design, construction, commissioning, and operation of municipal technology, networking and telecommunications systems, including technologies such as:

Disciplines include (but are not limited to):

Systems Administration: Windows Servers, Active Directory, Linux

Network Architecture and Security: Switches, Routers, Firewalls

Storage and Backups: SAN, NAS, Backup, Recovery

Virtualization Support: VMWare, Hyper-V, Nutanix Acropolis (Servers, thin clients, and cloud solutions)

Application/Database Development and Support: Internal Databases

Audio/Visual Support: Cameras, Monitors, Projectors, Microphones, Control Equipment

Desktop Support: Workstations, Printers

Cabling: Infrastructure, including outside plant, inside plant, fiber, coax, copper

Telecommunications: Traditional Telephony, VOIP, Unified Communications

Management systems: Experience with various CRM and ERP solutions

Desktop Support: Workstations, Printers, Scanners

Hardware Platforms supported include but are not limited to:

Servers and Workstations: HP, Dell, Apple, Lenovo

Notebook computers: Dell, HP, Panasonic, IBM, Getac

Tablets: Samsung, ASUS, Microsoft, Getac, Panasonic, Apple, Lenovo

Network Storage: Nimble, IBM, Fujitsu, EMC

Network Infrastructure: Cisco, Brocade, Barracuda

Wireless Solutions: Cisco, Ubiquiti

Audio/Visual: Sony, NEC

Software Platforms supported include but are not limited to:

Server: MS Windows 2008 R2, 2012 R2, and 2016 RS

Workstations: MS Windows 7/8/10, macOS

Tablets: Google Android, Apple iOS, MS Windows 10

E-mail: MS Exchange 2007, 2010, 2013, Office 365

Database: MS SQL Server (various versions)

vCIO Services

Our Chief Technology Officer/ Virtual Chief Information Officer (vCIO) consulting services give you access to experienced, high-level professionals who can bring C-Level leadership to your team without the cost and commitment associated with hiring a full-time employee.

IT Strategic Planning

We have designed, engineered, constructed and operated multiple data center projects from the ground up and executed data center relocation and restoration projects for multiple municipal clients. ASSI has a comprehensive understanding of operations and how technology should be used as a tool to achieve greater efficiencies and cost reductions.

- IT master planning
- Collaboration and infrastructure sharing
- Requirements planning
- Governance and compliance
- Business contingency/disaster recovery planning
- Technology evaluation & selection
- Business process engineering
- Organizational IT alignment

IV. Resumes and Experience

ASSI was founded in November of 2013 and has been in operation as a Florida Corporation since January of 2014. ASSI is based out of Apopka, Florida that has not gone through any mergers, acquisitions or reorganizations in its history and has not been subject to any changes in management structure.

ASSI team members have successfully completed many projects for the City of Ormond Beach and have always done so on time, meeting or exceeding the City's expectations. ASSI staff are familiar with:

Operating Systems: Apple, Linux, Windows Server 2008/2012/2016, Cisco IOS

Microsoft Services: DNS, DHCP, DFS, SharePoint, Exchange, IIS, Office 365

Hypervisors: VMWare, Hyper-V, Nutanix Acropolis

Networking: TCP/IP, Ethernet, VLAN, LAN/WAN, 802.11 a/b/g/n/ac, Nagios, Icinga

Security: Firewalls, Cisco ASA, VPN, Sophos, Fortinet, SonicWALL, RADIUS, Wireshark, Metasploit

Our team's certifications include, but are not limited to the following:

- *Cisco Certified Network Associate (CCNA),*
- *Certified Information Systems Security Professional (CISSP),*
- *Certified Information Security Auditor (CISA),*
- *GAIC Security Essentials (GSEC),*
- *Microsoft Certified Professional (MCP),*
- *Microsoft Certified Systems Engineer (MCSE),*
- *Apple Certified Macintosh Technician (ACMT),*
- *Various commercial product certifications.*

In order to ensure that we deliver a high quality of service, we would assign key personnel to deliver exceptional results to the City, including (but not limited to):

Tom Craig, President

Tom started ASSI with over 25 years of experience in the IT industry specializing in network infrastructure and customer support. Tom started his extensive IT career working in the fast-paced world of the entertainment industry for such leaders as Universal Studios, Cirque du Soleil and Walt Disney World. Tom started with such tasks as mainframe to Microsoft conversions, and performing recent physical to virtual and cloud-based conversions, Tom has led a wide variety of projects on many different platforms.

Prior to his relocation to the Central Florida area, Tom worked as a consultant in the Washington D.C. area for over a hundred companies serving as the vCIO. His primary role was to deliver cutting-edge technical solutions to mid-size companies, manage their projects, and provide 3rd-tier support. Tom has a long career of managing customer support engineers to provide both on-site and remote managed services, ensuring that customer service and communication with clients are top priorities.

Tom has led several engagements for cities and counties throughout the State of Florida, leading projects in areas of domain and Exchange upgrades and migrations, VMware implementations, compliance audits, information security audits, and information technology strategic planning.

Tom has served as a subcontractor in the past by the City of Ormond Beach to provide network architecture planning, implementation of security initiatives, and information security services. He participated in projects related to VMware, server upgrades, and Microsoft Exchange upgrades.

Derek Warner – Senior Consultant

Derek is an analytical, self-directed engineer and administrator with more than 15 years of experience supporting software, hardware, and networked IT systems and has obtained several certifications. Derek maintains an in-depth working knowledge of nearly all Microsoft operating systems and collaboration software in addition to proficiency with many common line-of-business applications.

As a Senior Engineer who is responsible for the monitoring and maintenance of our clients' infrastructures, Derek's experience with thousands of networked systems in residential and commercial configurations affords him the ability to troubleshoot complex issues quickly.

Derek oversees wireless mesh network installations performed for our clients by taking complex solutions and implementing them so that they are stable and easy for our clients to maintain. With a comprehensive background in designing and implementing IT infrastructures to help fulfill clients' business objectives, Derek thrives to expand his knowledge and help people get the most out of their technology investments.

Derek has been relied on to support several cities in Central Florida for IT support services. He has been engaged to resolve complex routing issues for clients and assisted with Microsoft Domain and Exchange migrations and virtualization environment planning and implementations for others. His role focuses on analyzation, development, and delivery of high-performance technology solutions; he adapts quickly to varying environments and technologies. Derek has served as a subcontractor to participate in projects related to VMware, Domain functional upgrades, and Microsoft Exchange upgrades.

Tom Babington – Senior Consultant

Tom Babington is recognized as a resourceful IT leader and consultant who for nearly 40 years has been at the forefront of promoting and leading business-oriented, information technology management solutions. Tom has had many Government roles throughout his career, including the position of IT Director for Orange County. For the last 30 years, Tom has been a frequent speaker and facilitator for IT local government conferences and education programs, specifically those delivered under the CGCIO program.

The course his career included six years in healthcare telecommunications management and consulting, followed by fourteen years in progressive IT leadership roles for the Board of County Commissioners of Orange County, Florida. He then accepted a role as a Director for Gartner, Inc., the world's most prestigious IT research and advisory firm, where he served as the company's Public Sector Industry Champion. Then, as a Vice President at Gartner he managed teams of consultants in Orlando and Atlanta that sold and delivered a broad variety of consulting projects for the benefit of an array of many state and local governments as well as private sector industries.

In 2017, he launched Babington/ ITMS, an initiative built upon IT Management concepts, frameworks and models that he has developed as assessment tools to encourage and improve internal business communications and understanding of local government IT assets and resources, their intrinsic value and vital role through strategic alignment in support of organizational goals.

In his current capacity, Tom continues to support the needs of local governments and agencies through Babington/ IT Management Strategies (Babington/ ITMS) and his affiliation with Advanced Systems Solutions, Inc.

Bruce Bilodeau - Senior Consultant

Bruce is a certified engineer with a Bachelor of Science in Technical Management degree with emphasis in Networking & Communications. He brings over eight years of IT support experience to ASSI. Bruce is well versed with most Microsoft end-user solutions and has extensive experience with many web development tools, making him our graphic and web guru.

Bruce is experienced with the troubleshooting of networking communications and performs diagnostics to identify, and rectify, infrastructure bottlenecks and communication issues. Bruce oversees ASSI end-user help desk support and researches new technologies for not only ASSI, but for our clients as well.

Bruce is an experienced Network Administrator with expertise with Active Directory infrastructures that utilize not only physical, but virtual solutions alike.

Jay Copson - Senior Security Consultant

Jay brings 25 years of data center experience to ASSI to help our clients find the best solution for cloud services. He is a passionate technologist with a penchant for persistence in problem solving, both on the job and off, in a wide range of software and hardware environments. He is a dedicated, conscientious, and detail-oriented, with a proven record of customer service.

Jay has extensive experience maintaining highly trafficked, uptime-sensitive webhosting and CMS platforms built on Debian Linux, Apache, Apache Tomcat, HAProxy, MySQL, and Hippo CMS, and in securing, monitoring, and troubleshooting virtualized cloud-based services.

Being well versed with the languages C++, Java, Python, PHP, SQL, assembly, shell scripting and development tools such as JavaScript, Visual Basic, HTML/CSS, Apache, cPanel, Hippo CMS make Jay our resident expert when it comes to assisting with programming issues that result in service degradation.

Install, configure, and maintain enterprise servers, RAID arrays, routers, switches, firewalls, VPN concentrators, RADIUS, iSCSI SANs, spam filters, and IP-enabled power. Supports server OS and applications on a 24/7 on-call basis, while remotely monitoring networks.

With a love for all things electronic such as PICAXE, EEPROM, Matlab, Arduino, and digital circuit design, Jay can assist in deciphering issues with customized legacy solutions.

Jay has extensive experience working with VoIP, SIP, QoS, Asterisk, legacy PBX, legacy PSTN switching, making him our resident telecom expert. From simple email hosting, to complex site-to-site replication, Jay's experience is unmatched when choosing a low-maintenance solution for your organization.

David Port - Senior Telecom Consultant

David has performed many roles over the 40 years he has worked in the IT and Telecom industries. He is well versed in the management techniques for requirements analysis, project planning and implementation, and service management.

David has been involved in many Government IT projects and services, including road maintenance and Law Enforcement enquirer systems. Currently David supports several Central Florida County FDoC phone systems and many of ASSI client's cabling infrastructure requirements.

Current roles include providing maintenance and support for legacy phone systems and upgrading voice data cabling infrastructure; migrating customers to the latest telecoms solutions including integrating VoIP vendors, Asterisk PBX's and WebRTC to provide the ultimate in Unified Communications: IP and analog camera surveillance and facial recognition.

Rey Ortega - Senior Developer

Rey is a leader in technology with knowledge and experience improving and architecting software to enhance the capabilities of companies by automating their systems and processes. He has held leadership positions in all aspects of information technology and software development.

Rey attended the University of Central Florida where he earned his Bachelor of Science Degree in Business Administration with a focus on business management and entrepreneurship.

His work with ASSI has helped to identify issues with legacy software that streamlined database solutions. His research has proved to be a benefit to clients that required data migrations to new systems by identifying potential issues that would have caused project delays.

V. References

The Briar Team

Contact: Bill Carpenter

Title: Lead Estimator

Office: 407-585-2518

Email: BCarpenter@BriarTeam.com

Web: <https://briarteam.com/>

Duration: 2018-Current

Services Provided:

ASSI provides IT support for this Sanford FL based site development organization that employs about 320 team members. ASSI provides day-to-day support and 24/7/365 monitoring of servers and workstations.

We have provided the following projects for the organization:

Hybrid Backup Solution - Implemented hybrid backup solution utilizing local appliance and cloud-based storage for long-term retention.

Microsoft 365 Implementation - Utilized Microsoft 365 to enhance availability of infrastructure solutions.

ISP Consolidation - Migrated the Distributed File System solution to newly configured domain controllers from legacy domain controllers for better security management of end-users by only providing access to approved data sets.

Exchange Server Migration - Performed a staged migration of the Microsoft Exchange environment and provided staff instruction to manually migrate clients to the new environment. This provided the ability to schedule the migration of end-user mobile devices, and mailboxes, in an unobtrusive manner. Once the migration was complete, legacy Exchange servers were removed from the domain.

CRM Infrastructure Migrations - Performed the migration of the CRM application to cloud-based during IT related response to local issue. Worked to allocate proper bandwidth and performance issues. Successfully migrated application back in-house with increased performance.

Infrastructure Assessment - Provided strategy for upgrading infrastructure security while enhancing user experience. Presented roadmap in five phases Increased fiber-optic capacity between building and consolidated Internet Service Providers.

Phone System Enhancements - Provided assessment of phone solution assessment and worked closely with chosen vendor to ensure a smooth installation.

Wireless Mesh Network – Planned and implemented mesh network to enhance services for office and mechanical shop staff.

City of Port Orange, Florida**Contact:** James Hicks**Title:** Information Technology Manager**Office:** 386-506-5545**Email:** jhicks@port-orange.org**Web:** www.port-orange.org**Duration:** 2013 - 2016**Services Provided:**

ASSI provided subcontracting services to the City of Port Orange including the following critical infrastructure projects:

IT Risk Assessment – Reviewed the City's information technology environment to identify, classify and prioritize risks to the organization. Examined policies, standards, and practices specific to the City's information technology environment. Specific subject areas of testing included access control policies (including authentication), authorization, accounting, network architecture, disaster recovery, configuration management, IDS/IPS, firewalling, logging, encryption, and policy enforcement. Utilized security policy guidelines and best practices as prescribed by COBIT 5 and ISO 27005 for general information security across the information technology environment.

IT Strategic Plan - Developed a comprehensive five-year information technology strategic plan which included creating a well-documented plan to guide the City of Port Orange over the next five years in planning, procuring, implementing, and managing the current and future information technology needs and resources of the City. The plan involved the result of a thorough analysis of the following:

- Existing technology infrastructure, staffing, funding, applications, business systems, projects, processes, as well as other investments and resources currently in use by the City of Port Orange.
- Interviews and workshops involving all levels of City of Port Orange staff including end users, Information Technology staff, Department Directors, and other stakeholders.
- Identification, prioritization, and cost analysis of projects that the Information Technology division should undertake over the next five years, while considering existing and future staffing levels and required skillsets.
- Identification of needs to accommodate the current and future technology requirements such as data storage and management, legal requirements, security requirements, etc.
- Information Technology performance measurements.

City of Cocoa, Florida**Contact:** Robert Beach**Title:** Chief Technology Officer**Office:** 321-433-8550**Email:** RBeach@cocoafl.org**Web:** <https://www.cocoafl.org>**Duration:** 2017 - Current**Services Provided:**

ASSI provided consulting services to the City of Cocoa including the following critical infrastructure projects:

PCI Analysis - Analyzed the City's network architecture and PCI security posture, and provided detailed documentation outlining recommended actions for remediation.

Provided PCI related policies to be adopted by the City to strengthen security and remain compliant.

Created work plan for IT configuration improvements for the City to remain compliant.

Domain Related Tasks - Created detailed configuration plan for the City's Police Department Domain Infrastructure.

Responsible for planning the integration of new access control systems into existing security systems.

Implemented Authentication, authorization and accounting for the infrastructure.

Network Related Tasks - Setup, configured and deployment of several network monitoring tools to aid in the monitoring of the infrastructure.

Created, configured, and deployed a SIEM solution to harden the security of the City's Infrastructure. Reconfigured networking equipment based on best practices for secure configuration to harden the devices and security posture of the infrastructure.

Setup and configured a configuration management system that allows the City to store iOS versions and deploy new versions as needed.

Office 365 Migration - Created migration plan for the City that would have the least amount of impact to daily operations. Provided direction with creating user groups and assigning permissions. Ensured that staff was well-versed with the management and operation of the hybrid configuration.

Innovative Group

Contact: Diane Clarke Jack

Title: Account Manager

Office: 470-481-4800

Email: diane@innovativegroup.agency

Web: <https://innovativegroup.agency/>

Duration: 2017- Current

Services Provided:

As-needed Professional IT Services - ASSI provides security consulting services for the Innovative Group American Express kiosks in several locations including Florida, California, Nevada, Illinois to name a few. ASSI has utilized 3rd-party software to secure the functionality of the laptop and iPad fleet for use at high traffic areas to process online applicants for new American Express credit card accounts.

As-needed Professional IT Services - Provided 3rd-tier support and troubleshooting services to IT staff for critical issues affecting operations.

Internet Service Provider Analysis - Worked to determine the amount of bandwidth required for The Orlando location at Universal Studios.

Wireless Support - Helped with troubleshooting of replacement of wireless equipment.

Printer Support — ASSI has provided support for Innovative Group printers with preventative maintenance and routine troubleshooting of issues.

City of Ormond Beach, Florida

Contact: Ned Huhta

Title: Information Systems Manager

Office: 386-615-7031

Email: ned.huhta@ormondbeach.org

Web: www.ormondbeach.org

Duration: 2013-2017

Services Provided:

ASSI employees have provided subcontracting services to the City of Ormond Beach including the following projects:

As-needed Professional IT Services - Provided 3rd-tier support and troubleshooting services to IT staff for critical issues affecting operations.

Domain Functional Upgrade - Worked with staff to update the Ormond Beach Active Directory infrastructure to a more recent version.

DFS Migration - Migrated the Distributed File System solution to newly configured domain controllers from legacy domain controllers for better security management of end-users by only providing access to approved data sets.

Exchange Server Migration - Performed a staged migration of the Microsoft Exchange environment and provided staff instruction to manually migrate clients to the new environment. This provided the ability to schedule the migration of end-user mobile devices, and mailboxes, in an unobtrusive manner. Once the migration was complete, legacy Exchange servers were removed from the domain.

VMware Infrastructure Upgrade - Performed the migration of the vCenter server and migrated legacy VMware hosts to new hardware running updated versions of VMware. Worked with City of Ormond Beach staff to mimic the physical topology of new hardware as closely as possible to the legacy systems for a seamless transition.

VI. Additional Required Proposal Submittal Forms

Certificates of Insurance

ACORD [®]		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/19/2019		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022		CONTACT NAME PHONE (A/C, No. Ext): (888) 202-3007 FAX (A/C, No.): E-MAIL ADDRESS: contact@hiscox.com		INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		
INSURED Advanced Systems Solutions Incorporated 1831 S Orange Blossom Trl Apopka, FL 32703		NAIC # 10200				
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	UDC-1921318-CGL-19	03/02/2019	03/02/2020	EACH OCCURRENCE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:					DATA TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 3,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					GENERAL AGGREGATE \$ 3,000,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
						EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						PER STATUTE
						OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The City of Ormond Beach is listed as additionally insured as per written contract or agreement.						
CERTIFICATE HOLDER City of Ormond Beach 22 South Beach Street Ormond Beach FL 32174			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE			

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

Attachment: Ormond Beach RES 2019-123 for RFP 2019-28-Advanced Systems Solutions Exhibit A (3652 : Emergency Piggy Back Contract for



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 05/19/2019

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

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

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL: contact@hiscox.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc NAIC # 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Advanced Systems Solutions Incorporated 1831 S Orange Blossom Trl Apopka, FL 32703	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTD	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFP (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y		UDC-1921319-EO-19	03/02/2019	03/02/2020	Each Claim: \$ 500,000 Aggregate: \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Ormond Beach is listed as additionally insured as per written contract or agreement.

CERTIFICATE HOLDER City of Ormond Beach 22 South Beach Street Ormond Beach FL 32174	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

11322002 Advanced Systems Solutions Inc.

Certificate Of Insurance

5/21/2019 5:10:40 PM



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 5/21/2019

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

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

PRODUCER insureon Insureon (BIN Insurance Holdings LLC.) 30 N. LaSalle, 25th Floor, Chicago, IL 60602	CONTACT NAME: PHONE (A/C, No, Ext): (800) 086-1084 FAX (A/C, No): 877-820-0007 E-MAIL ADDRESS:																					
INSURED Advanced Systems Solutions Inc. 1831 S Orange Blossom Trail, Apopka, FL 32703	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>The Hartford</td><td>30104</td></tr> <tr> <td>INSURER B:</td><td></td><td></td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	The Hartford	30104	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	The Hartford	30104																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	46 WEC ADSURJ	5/22/2019	5/22/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER City of Ormond Beach, FL 22 S Beach St, Ormond Beach, FL 32174	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

RFP Response Forms

RFP 2019-28 As Needed Information Technology Contract Service Rates

RFP 2019-28 AS NEEDED INFORMATION TECHNOLOGY CONTRACT SERVICES

Discipline	Rate per Hour
Systems Administration – Windows Servers, Active Directory, Group Policy	
Systems Administration - Architecture, Planning, Implementation	\$125
Systems Administration - Troubleshoot, Continued Support	\$125
Network Architecture Security – Switches, Routers, Firewalls	
Network Security - Architecture, Planning, Implementation	\$125
Network Security - Troubleshoot, Continued Support	\$125
Storage and Backups – SAN, Backup and Recovery	
Storage and Backups - Architecture, Planning, Implementation	\$125
Storage and Backups - Troubleshoot, Continued Support	\$125
Virtualization Support - Servers and Clients	
Virtualization Support - Architecture, Planning, Implementation	\$125
Virtualization Support - Troubleshoot, Continued Support	\$125
Application/Database Development and Support – Internal and WEB	
Application/Database Dev. and Support - Architecture, Planning, Imp.	\$145
Application/Database Dev. and Support - Troubleshoot, Continued Support	\$145
Voice, Data and Wireless Network Support – WIFI and Converged	
Voice, Data and Wireless Network Support - Architecture, Planning, Imp.	\$110
Voice, Data and Wireless Network Support - Troubleshoot, Continued Support	\$90
Desktop Support – Workstations, Printers	
Desktop Support - Architecture, Planning, Implementation	\$115
Desktop Support - Troubleshoot, Continued Support	\$95
Desktop Support – Staffing short term (less than 4 weeks)	\$85
Desktop Support – Staffing long term (more than 4 weeks)	\$85
Optional: Provide price schedule of discount percentage from MSRP for Manufactures or Product lines that are to be considered as part of the contract terms.	

**City of Ormond Beach
Request for Proposals (RFP)
AS NEEDED INFORMATION TECHNOLOGY CONTRACTING SERVICES
(RFP No. 2019-28)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:COMPANY NAME: Advanced Systems Solutions Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 1831 S. Orange Blossom Trail Apopka, FL 32703PHONE NO.: 407-801-0177EMAIL: NEdmonds@AdvancedSystemsSolutions.coSUBMITTER'S NAME: Nat Edmonds

(Typed or Printed in Ink)

TITLE: Vice PresidentAUTHORIZED SIGNATURE: I, _____ hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit the Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

**City of Ormond Beach
Request for Proposals (RFP)
AS NEEDED INFORMATION TECHNOLOGY CONTRACTING SERVICES
(RFP No. 2019-28)**

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Advanced Systems Solutions Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Nat Edmonds

NAME (PRINT OR TYPE)

Vice President

TITLE

05/21/19

DATE

**City of Ormond Beach
Request for Proposals (RFP)
AS NEEDED INFORMATION TECHNOLOGY CONTRACTING SERVICES
(RFP No. 2019-28)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION**

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages 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) calendar days after such conviction.
- 5) Impose sanctions 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.

Advanced Systems Solutions Inc.

Company Name

Authorized Signature

Print Name

Vice President

Title

20

STANDARD FORM FOR PIGGYBACK CONTRACTS

The City of Holly Hill ("City") enters this "Piggyback" Contract with Empire Computing and Consulting Inc., hereinafter referred to as the "Vendor", under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Purchasing Policy for the City of Holly Hill allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with City of Ormond Beach, said contract being identified as: RFP 2019-28 As needed Information Technology Contracting said original contract being referred to as the "original government contract".

2. The original government contract is incorporated herein by reference and is attached as Exhibit "A" to this contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this contract between the Vendor and the City of Holly Hill, as follows:

- a) Period ("Term") of the Agreement: (state *N/A* if this is not applicable) *N/A*
- b) Insurance Requirements: (state *N/A* if this is not applicable) *N/A*
- c) Any other provisions that will be modified: The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR 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 this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored 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, and (5). If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this

- f) All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Holly Hill and the Vendor.

Entered this 15 th day of February, 2022.

ATTEST

Empire Computing and Consulting Inc.



David A. Campos, Jr. CEO/President

Print Name and Title

February 15, 2022

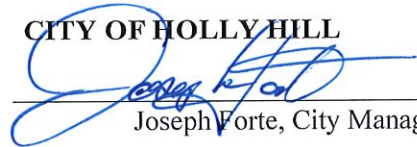
Date

ATTEST



City Clerk

CITY OF HOLLY HILL



Joseph Forte, City Manager

2-16-2022

Date

For the use and reliance of the City of Holly Hill only. Approved as to form and legal sufficiency.

Scott Simpson, City Attorney

STANDARD FORM FOR PIGGYBACK CONTRACTS

The City of Holly Hill ("City") enters this "Piggyback" Contract with Advanced Systems Solutions Inc., hereinafter referred to as the "Vendor", under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Purchasing Policy for the City of Holly Hill allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with City of Ormond Beach, said contract being identified as: RFP 2019-28 As needed Information Technology Contracting said original contract being referred to as the "original government contract".

2. The original government contract is incorporated herein by reference and is attached as Exhibit "A" to this contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this contract between the Vendor and the City of Holly Hill, as follows:

- a) Period ("Term") of the Agreement: (state *N/A* if this is not applicable) *N/A*
- b) Insurance Requirements: (state *N/A* if this is not applicable) *N/A*
- c) Any other provisions that will be modified: The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR 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 this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored 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, and (5). If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this

Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the City with a copy of the CONTRACTOR's response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONTRACTOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 248-9441, VALERIE MANNING, CMC, CITY CLERK, CITY HALL, CITY OF HOLLY HILL, 1065 RIDGEWOOD AVENUE, HOLLY HILL, FLORIDA 32117, CITYCLERK@HOLLYHILLFL.ORG

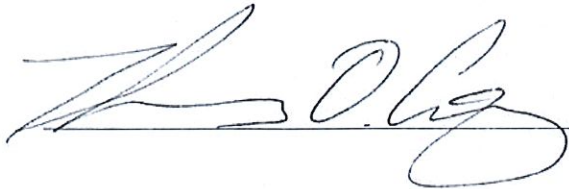
- d) Address change for the City of Holly Hill: Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Holly Hill, attention of City Manager, at City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117. The City Manager's designated representative for this contract is Stella Gurnee, Finance Director, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, telephone number (386) 248-9427, and email sgurnee@hollyhillfl.org.
- e) The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

- f) All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Holly Hill and the Vendor.

Entered this 16th day of February, 2022.

ATTEST

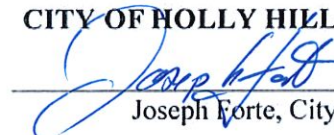
Advanced Systems Solutions Inc.


Thomas O. Craig President
 Print Name and Title
02/16/2022
 Date

ATTEST

CITY OF HOLLY HILL


 Valerie Manning
 City Clerk


 Joseph Forte, City Manager
Feb. 16, 2022
 Date

For the use and reliance of the City of Holly Hill only. Approved as to form and legal sufficiency.

 Scott Simpson, City Attorney

5505, 01.07

gervino/Minel