
Biological Larvicide

ADAPCO



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

INVITATION TO BID BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: Water and Wastewater Chemical Purchases 2020
BID NUMBER: 2020-24
BID OPENING DATE & TIME: July 14, 2020 at 2:00 PM
BID OPENING LOCATION: 1st Floor Training Room, Ormond Beach City Hall, 22 S. Beach Street, Ormond Beach, Florida, 32174
PRE-BID MEETING DATE & TIME: N/A
PRE-BID MEETING LOCATION: N/A

Bids Received After The Above Date And Time Will Not Be Accepted.

BIDDER'S NAME: ADAPCO LLC

BIDDER'S MAILING ADDRESS: 550 Aero Ln.

CITY-STATE-ZIP: Sanford FL 32771

F.E.I.N.: 59-2574523

PHONE NUMBER: (407) 328-6519 or (800) 367-0659

EMAIL: bids@myadapco.com

If returning as a "No Bid", please state reason (s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder 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 tenders final payment to the Bidder.

X 
AUTHORIZED SIGNATURE (MANUAL)

Jason Trumbetta
NAME (TYPED)

Vice President and Secretary
TITLE

July 10, 2020
DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.D.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF BID ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Bid will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

BID SECURITY: Bids shall be accompanied by a Bid Security. The Security shall be made payable to OWNER, in the amount of five percent (5%) of the total bid, and in the form of a certified or cashier's check or a Bid Bond as at. The Bid Security shall be irrevocable after the time and date set for the opening of bids, and for a period of ninety (90) days thereafter.

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within fifteen (15) days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the seventh day after the "effective date of the Agreement" or the first day after the expiration of the period that Bids are specified to remain open in the Advertisement for Bids. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

CONTRACT TIME: The initial term of this agreement shall be for a period of one (1) year and will be automatically renewed each year thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement. **The max term of this contract cannot exceed three (3) years.**

SUBCONTRACTORS: If the Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

LICENSES AND PERMITS: The vendor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Bidder, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Bid.

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 CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175.
(386)676-3297
COLBY.CILENTO@ORMONDBEACH.ORG
Ref: Fla. Stat. §119.0701(2016)**

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

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

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

City of Ormond Beach

WATER AND WASTEWATER CHEMICAL PURCHASES 2020 Bid No. 2020 - 24

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed original of the complete Bid packet and one (1) electronic pdf format copy with all required attachments, by the closing date and time. Deliver Bids to: Robert Schattie, Purchasing Coordinator, Ormond Beach City Hall, 22 South Beach Street, Ormond Beach, Florida 32174. **Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted.** For any question regarding bid delivery contact the purchasing office at 386-676-3223.

Technical Questions: Submit all technical questions regarding this Bid in writing to the City's Purchasing Coordinator, Robert Schattie, or by e-mailing robert.schattie@ormondbeach.org. All questions must be received by no later than July 6th, 2020 at 5:00 p.m.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bid.

Cost of Bid Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

Bids to be in Effect: Each Bid shall state that it is valid for a period of not less than ninety (90) days from date of receipt.

Equipment: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

Registration And Risk Management Requirements: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Attachment A** for the City's registration and risk management requirements.

QUANTITIES:

The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the bidder plead misunderstanding or deception because of such estimate of quantities.

COST ADJUSTMENTS:

The Contractor is required to provide a firm price, as stated in subparagraph (a), for the initial three (3) year term of this Contract for the Services provided. Upon any exercise of contract renewal, but no later than ninety (90) days before the end of each contract period, the Contractor may request a rate adjustment subject only to changes in mutually-agreed, nationally recognized, indices (for example: Consumer Price Index), changes in the scope of work, changes in the location of land application sites, changes in energy or chemical costs, and changes in applicable laws, rules, regulations, or directives. Any change in the rates stated in subparagraph (a) shall be negotiated by the parties, and approved by the City Commission of the City, in its absolute discretion, in advance of the effective date of any such change. The maximum increase for any annual period shall be four (4%) percent which will only apply to the future year, increases will not be retroactive. The adjusted rate, if approved shall take effect on October 1, of the year in which approved.

BIDS:

All bids submitted shall be a delivered price. Bids shall be F.O.B. the City of Ormond Beach point of use. Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach invites qualified vendors to submit bids to furnish the estimated annual requirements of chemicals used for the treatment of water and wastewater. The successful vendors will be required to provide chemicals that meet the specifications noted in the bid. Specifications for the chemicals are included in the Invitation to Bid documents. Chemicals shall meet or exceed the specific requirements identified in the bid documents.

Anhydrous Ammonia
Quantity: approximately 20,000 – 25,000 pounds

General Description of Services

Anhydrous ammonia shall be supplied for chloramine production at the City of Ormond Beach Water Treatment Plant for potable water disinfection, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in gaseous form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex. Anhydrous ammonia provided shall be in accordance with the following general list of physical properties.

- Ammonia (NH₃) content: 99.99% minimum
- Oil: 2 parts per million (ppm) maximum

Anhydrous Ammonia will be delivered as gas (price per pound)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,000 to 4,000 pounds per delivery to an existing on-site bulk storage facility consisting of one (1) 1,000 gallon storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

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

<p style="text-align: center;">Biological Larvicide Quantity: Approximately 2 – 3 Pallets</p>

General Description of Services

Biological larvicide for the purpose of controlling midge flies and redworms shall be supplied for use at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174.

The biological larvicide shall be a US EPA-registered liquid containing a species of bacteria called *bacillus thuringiensis (BT)*, an approved larvicide for controlling red worms and midge flies in wastewater treatment plants. The larvicide works to eliminate the flies from the start of their life cycle by killing the red worms, which survive by eating MLSS and then hatching into midge flies before repeating the cycle. The bacteria shall only be harmful to the larvae of midge flies, mosquitos, and black flies. The larvicide shall be harmless and nontoxic to all other aquatic creatures and will not cause effluent toxicity issues.

The larvicide shall be in liquid form, and shall be AquaBac Xt, or equivalent.

Dosage: The dosages suggested herewith are based upon an average flow of 5 MGD. During periods of an initial and subsequent annual high dosing phases, the larvicide shall be split evenly between the reaeration tanks and the secondary clarifiers at a rate of 12.5 gallons injected twice per week. Thereafter, maintenance doses of the larvicide shall be routinely introduced into and split evenly between the secondary clarifiers at a rate of 6.25 gallons per week.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in the form of a pallet. Each pallet shall contain 135 gallons per pallet. The pallet shall consist of 27 individual non-ferrous containers with each container holding a volume of 5 gallons per container. The containers shall be provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. A typical order ranges between 1 to 2 pallets. The supplier shall provide 24 hours' notice prior to delivery. City personnel will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of

referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

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

Calcium Hypochlorite
Quantity: approximately 7 – 8 pallets

General Description of Services

Calcium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the latest, approved edition of one or more of the following the standards for the ANSI/NSF. The Calcium Hypochlorite shall be in solid form and shall meet the following general list of physical properties:

- Ca(OCl)₂ content 65.0% minimum
- Specific Gravity (H₂O=1) 0.98@68°F minimum
- Appearance Solid White Granule

Calcium Hypochlorite will be delivered as solid (price per pallet)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in pallets. Each pallet shall have 10 non-ferrous buckets with each bucket containing 100 pounds of chemical. Buckets shall be provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities shall vary between one (1) and two (2) pallets delivered to the above referenced facility. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

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

Caustic Soda
Quantity: approximately 3 – 4 drums

General Description of Services

Caustic Soda shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Caustic Soda shall be in liquid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF for the ANSI/NSF - 60 Standard at a maximum use level in drinking water of 200 mg/l. Caustic soda provided shall be in accordance with the following general list of physical properties:

- NaOH content 49.0% minimum
- Specific Gravity 1.51 minimum
- Appearance Clear and Particle free
- NaCL, wt.% 1.10 maximum
- Fe, ppm 7.0 maximum

Caustic Soda will be delivered as liquid (price per drum)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery quantities shall vary between two (2) to three (3) drums for a total of 110 to 165 gallons. Containers shall be non-ferrous 55 gallon drums. Chemical shall be delivered at the above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of

referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

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

Corrosion Inhibitor
Quantity: approximately 18 – 23 totes

General Description of Services

Corrosion Inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Corrosion Inhibitor shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA standard B502-83.

The corrosion inhibitor provided shall be in accordance with the following general list of physical properties:

- Polyphosphate/Orthophosphate Blend Ratio 30%/70%
- Active Ingredients (Total PO4) 33% minimum
- Appearance Clear and slightly hazy
- pH 4 to 7
- Specific Gravity 1.31 to 1.44

Corrosion Inhibitor will be delivered as liquid (price per tote)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. A typical order ranges between 2 and 4 totes. The supplier shall provide 24 hours' notice prior to delivery. City personnel will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of

referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

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

<p style="text-align: center;">High Calcium Bulk Quicklime Quantity: approximately 900 – 1,100 tons</p>

General Description of Services

High Calcium Bulk Quicklime shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The High Calcium Bulk Quicklime shall be in solid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex.

Also to be furnished in accordance with the following general specifications and shall conform to the standards as set forth by the latest edition of AWWA B202-02 regarding quicklime except as amended by the City of Ormond Beach, in the following manner:

- The standards shall read 91% available Calcium Oxide instead of 90% available Calcium Oxide.
- Section 1.4.1 through 1.4.2 shall be omitted.
- High Calcium Bulk Quicklime will be delivered as solid (price per ton)
- Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.
- The bidder must submit a certified analysis, as to the composition of the product with the bid.
- The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.
- Each shipment will be accompanied by a chemical analysis indicating the availability of calcium oxide, temperature rise in 3 min., and insoluble matter.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The quicklime shall be delivered into two 50 ton lime storage bins by truck and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities requested may vary between 20 tons to 26 tons to the above referenced facility. Delivery shall be made within 48 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within two (2) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

The City of Ormond Beach reserves the right to inspect and make laboratory analysis of each load. Should the lime fail to meet the specifications and standards as amended and set forth by the City of Ormond Beach and the latest edition of A.W.W.A. B202, it shall be rejected. If it is necessary for the City to reject more than five (5) loads, it shall be grounds for the termination of said contract. It shall also be terminated if it is determined that any chemical or physical quality of the lime renders it incompatible with the water treatment process or equipment in use at the water treatment plant and it is necessary to purchase more than 5 loads from an alternate source due to this incompatibility.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

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

Liquid Carbon Dioxide
Quantity: approximately 170,000 – 200,000 pounds

General Description of Services

Liquid Carbon Dioxide shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in liquid form and shall conform to standards prescribed by the standard ANSI/AWWA B510-00. Liquid Carbon Dioxide provided shall be in accordance with the following general list of physical properties.

- minimum purity: 99.5%
- water: < 200 ppm
- nonvolatile residues: < 10 ppm

Liquid Carbon Dioxide will be delivered as liquid (price per pound)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B510-00 standard

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities between 9,000 pounds and 25,000 pounds to an existing on-site bulk storage facility consisting of one (1) 43,000 pound storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

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

Liquid Sodium Hypochlorite

Quantity: approximately 280,000 gallons – 320,000 gallons

General Description of Services

Sodium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street and the Water Treatment Plant located at 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the standards as set forth by ANSI/NSF the American National Standards Institute/National Sanitation Foundation Standard 60 and AWWA B300-04. In addition, the material must be filtered 2 or more times before shipment.

The Sodium Hypochlorite shall be in liquid form and shall meet the following general list of physical properties:

- Sodium Hypochlorite by weight ≥ 10.85 per cent
- Hypochlorite ≥ 120 g/L
- Iron < 0.3 mg/L
- Copper < 0.03 mg/L
- Nickel < 0.03 mg/L
- Chlorate $< 2,000$ mg/L
- Bromate < 15 mg/L
- Sodium Hydroxide Between .15% by weight and .45% by weight

Sodium Hypochlorite will be delivered as liquid (price per gallon)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B300-04 standard

Each Bidder shall submit a list of at least ten (10) references to include phone numbers that use or have used its sodium hypochlorite at water or wastewater treatment plants (at least five of each type) in the past three years. The Reference List shall list actual users at the water and wastewater plants and not purchasing agents.

Each Bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for sodium hypochlorite over the past five (5) years.

The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, and National Response Center Notifications ("safety incidents") for sodium hypochlorite it delivers or manufactures for the past five (5) years.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each Bidder shall submit a 1500 ml "chilled" sample of their product representative of their manufacturing process from Bidder's manufacturing facility which would serve the customer to one of the approved testing laboratories listed in this Specification for analysis within the past ninety (90) days. The laboratory shall ascertain whether the Contractor's product is in compliance with this specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by the Bidder. The results of the analysis shall be submitted with the bid. Failure to submit a sample or meet the requirements of the specification shall result in disqualification of the bid.

Sampling and testing shall be in accordance with EPA and AWWA B300-04 standards and in accordance with the documents titled: "The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach" and "Suspended Solids Quality Test for Bleach Using Vacuum Filtration", distributed by Powell Fabrication and Manufacturing, Inc. and available at <http://www.powellfab.com>. The approved laboratories are listed below. Contactor may use another laboratory, but that laboratory must be certified by the National Environmental Laboratory Accreditation Conference (NELAC) and must be able to meet the following Minimum Detection Limits (MDL): (1) Metals .02 mg/L; (2) Bromate .1 mg/L; (3) Chlorate 20 mg/L; and (4) Chlorine/Excess Caustic 0.1%. Contractor shall provide proof of current NELAC certification and laboratory analysis shall specify the MDL if a non-approved laboratory is used.

Approved Testing Agency

NovaChem Laboratories
5172 College Corner Pike
PO Box 608
Oxford, Ohio 45056
Ph: 513-523-3605
Fax: 513-523-4025

Thornton Laboratories
1145 East Cass Street
Tampa, Florida 33602
Ph: 813-223-9702
Fax: 813-223-9332
Attn: Steve Thickett

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Contractor shall make "normal" deliveries within three (3) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. Delivery will be accepted when and as needed at each location. An emergency delivery is defined as a delivery which is necessary in order to prevent Ormond Beach from running out of sodium hypochlorite in less than 36 hours. Ormond Beach shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall be accompanied by a certified chemical analysis report to show the following:

- Date and time of manufacture
- Percent by weight sodium hypochlorite
- Excess Sodium Hydroxide
- Specific Gravity (at a referenced temperature)
- Suspended solids test time

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with

digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Ormond Beach reserves the right to subject samples of the hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-04 specifications, and the supplemental specifications included with this document. A combination of two failures to comply with these specifications from either rejections of a shipment or from a subsequent complete laboratory analysis may result in termination of the supply contract for the sodium hypochlorite.

Further, Ormond Beach reserves the right to take samples from Bidder's other customers to ensure that the product's sample is in compliance with all the requirements of this specification and such a sample shall be judged representative of the product's quality. In such event, Ormond Beach shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of the specification shall result in disqualification of the bid.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

The liquid hypochlorite shall be delivered into three (3) 2,500-gallon storage tanks at the City's Water Reclamation Facility located at 550 N. Orchard St., Ormond Beach, FL. 32174, and a 1,000 gallon tank located at 35 Breakaway Trail and (2) 1,500 gallon storage tanks located at the Water Treatment Plant located at 298 Tomoka Avenue. Quantities requested for delivery can range between 2,000 gallons up to a full tanker truck load.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

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

Polymer (Biosolids Dewatering)
Quantity: Approximately 42 - 48 Totes

General Description of Services

Polymer shall be a high cationic type liquid emulsion used as a flocculent for the purpose of optimizing dewatering of wastewater sludge at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The polymer shall be in liquid form having a minimum shelf life of three (3) months for any unopened tote bins and shall meet the following minimum performance requirements:

- Percent Free Solids: 1% to 1.5%
- Cake, percent dry solids: 18% minimum
- Capture, percentage: 95% – 98 %
- Minimum & maximum feed rates: 65 gallons per minute (gpm) to 150 gpm
- Maximum Polymer dosage: 30 pounds/ dry ton
- Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves sludge dewatering. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of three (3) consecutive eight (8) hour days (subject to early cancellation at no expense to owner if product is not performing to owner's satisfaction). Polymer shall be equal to Clarifloc SE-1188 single component emulsion polymer to condition waste activated sludge for dewatering in centrifuges at the wastewater treatment facility. All persons interested in pre-qualifying shall contact Al Waitt, Wastewater Plant Chief Operator, via e-mail at Al.Waitt@ormondbeach.org

Polymer Solution will be delivered as liquid in non-ferrous 275 gallon tote bins (price per tote)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins to above referenced facility at the expense of the supplier on an as-needed basis as requested by the City. The minimum delivery requirement is two totes. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Polymer
 - Net weight
 - Name of manufacturer
 - Brand name, if any

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

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

Scale Inhibitor

Quantity: approximately 12 – 14 totes

General Description of Services

Scale inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Plant contains four (4) Hydranautics ESPA 3 low pressure reverse osmosis skids rated at 1.25 Million Gallons per Day (MGD) per skid. The recovery rate is 85%, feed pump capacity is 1,250 gallons per minute (gpm) and the chemical feed pump is rated at 71 gallons per hour. Scale inhibitor shall be liquid, able to effectively prevent fouling of the membranes using the equipment described in the paragraph above for the reverse osmosis system at the City of Ormond Beach Water Treatment Plant.

Bids will be accepted only for those products approved for use by the membrane manufacturer. A list of approved products is attached to this specification as Exhibit A. The product must be approved for use in potable water in the State of Florida and must be certified by NSF as compliant with NSF ANSI Standard 60.

A qualified technician must be available within 24 hours' notice for troubleshooting should there be any scaling problems with the RO system.

Should scaling occur, the scale inhibitor supplier must have the capability of cleaning one of the scaled membranes off-site to determine the best cleaning chemicals and best cleaning procedures. The element should be returned with a report showing performance prior to cleaning and post cleaning. A free membrane autopsy should be provided once per year should any problems arise while the supplier's scale inhibitor is being used.

Feed (Raw) Water quality at the treatment plant is approximately:

pH	7.0
M Alkalinity	287 mg/L
Total Hardness	301 mg/L as CaCO ₃
Calcium Hardness	285 mg/L as CaCO ₃
Turbidity	4.5 NTUs
Chlorides	82 mg/L
Conductivity	742 µS/cm

The product shall also meet the following parameters:

The scale inhibitor provided shall be in accordance with the following general list of physical properties:

- pH 3-5
- S.G 1.1–1.2
- Dosage Rate ≤ 3 mg/L pH
- Color transparent light yellow
- Must be resistant to biological growth while stored in the original container or day tank for up to 2 years.
- Must control Calcium Carbonate up to an LSI of 2.6
- Must control calcium sulfate, barium sulfate, strontium sulfate, calcium fluoride and calcium phosphate scale.
- Must disperse silica and colloidal iron.

Scale Inhibitor will be delivered as liquid (price per tote)

Bidders shall provide documentation that the product is approved for use in potable water in the State of Florida and is certified by NSF as compliant with NSF ANSI Standard 60.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 300 gallon tote bins to the referenced facility provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. The minimum order ranges is one (1) tote. The supplier shall provide 24 hours' notice prior to delivery and will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and

knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

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

EXHIBIT A
City of Ormond Beach
ACCEPTABLE SCALE INHIBITORS

**Antiscalants and Dispersants Compatible with LEWABRANE RO B400ULPASD
Hydranautics Membranes: CPA, ESPA, ESNA, LFC, SWC**

Supplier Name Product Name

American Engineering Services AWC A-102 Plus; or
American Water Chemicals AWC A-102 Plus; or
Approved equal

Note: **This is a partial list** of membrane-compatible chemical products that Hydranautics has indicated is acceptable as part of the membrane supplier honoring the warranty on the units. It is the City's understanding that Hydranautics is aware of and has not received any complaints from the field regarding their compatibility. Hydranautics relies on the supplier of the chemical to have performed all membrane compatibility and process efficacy tests, and makes no claim and accepts no responsibility for the effectiveness of these chemicals.

To be considered an approved equal, suppliers must provide data and evidence that the product has worked successfully in similar applications with Hydranautic membranes. Additionally, Hydranautic must indicate their concurrence so as to keep the membrane warranty in effect.

Solid Anionic Polymer
Quantity: approximately 4,000 – 5,500 pounds

General Description of Services

Polymer shall be used as a coagulant aide at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, Florida. Polymer shall be solid and equal to Clarifloc A-3333P.

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves turbidity after lime softening. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of five (5) consecutive days. All persons interested in pre-qualifying shall contact Michael Dunn, at (386) 676-3583.

Polymer will be delivered as solid (price per pound)

The supplier shall supply documentation that the product is approved for use in potable water in the State of Florida.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The polymer shall be delivered to the referenced facility. Delivery shall be accepted by the City of Ormond Beach when, and as, needed. The quantity delivered at one time is one pallet containing 30 fifty pound bags. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

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

City of Ormond Beach
WATER AND WASTEWATER CHEMICAL PURCHASES 2020
Bid No. 2020 – 24

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:
(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174
Phone: (386) 676-3223

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Bid Documents to complete all Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid and in full accordance with the Bid Documents.

BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (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 Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>None</u>	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

BID RESPONSE FORM
(continued)

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, Contractor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, Contractor or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS BID IS SUBMITTED BY:

COMPANY NAME: ADAPCO LLC

VENDOR/CONTRACTOR LICENSE NUMBER: Business License #BTR19-018435 Resale Certificate #69-8012156988-3

ADDRESS: 550 Aero Ln.
Sanford, FL 32771

PHONE NO.: (407) 328-6519
or (800) 367-0659

FAX NO.: 866 330-9888

SUBMITTER'S NAME: Jason Trumbetta
(Typed or Printed in Ink)

TITLE: Vice President and Secretary

AUTHORIZED SIGNATURE: I,  hereby
(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

The CITY reserves the right to reject any and all bids, to waive informalities, and to accept any bid or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

City of Ormond Beach

WATER AND WASTEWATER CHEMICAL PURCHASES 2020 Bid No. 2020 - 24

Bid Form

The undersigned, as bidder, hereby declares that he/she has carefully examined the specifications for the **ANNUAL SUPPLY OF CHEMICALS FOR WATER AND WASTEWATER** and agrees to furnish the same, as specified, in accordance with the terms and conditions of the bid documents. Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid. **This bid constitutes the offer in its entirety and includes only those exceptions indicated on the Bid Form.** No further changes or exceptions to the terms, conditions, and response to this bid will be offered or accepted. **The undersigned further states that this/these product(s) will be delivered F.O.B. point of use.**

Item No.	User	Chemical Description with approximate range of annual usage	Unit of Measure	Unit Cost
1	W	ANHYDROUS AMMONIA - approx. 20,000 - 25,000 pounds	lb.	No Bid
2	WW	BIOLOGICAL LARVICIDE - approx. 2 - 3 pallets with 135 gallons/pallet	lb. pallet	No Bid \$4,548.15/pallet
3	WW	CALCIUM HYPOCHLORITE - approx. 7 - 8 pallets with 1000 gallons/pallet	pallet	No Bid
4	W	CAUSTIC SODA - approx. 3 - 4 drums @ 55 gal/drum	drum	No Bid
5	W	CORROSION INHIBITOR - approx. 18 - 23 totes	tote	No Bid
6	W	HIGH CALCIUM BULK QUICKLIME - approx. 900 - 1,100 tons	ton	No Bid
7	W	LIQUID CARBON DIOXIDE - approx. 170,000 - 200,000 pounds	lb.	No Bid
8	W&WW	LIQUID SODIUM HYPOCHLORITE - approx. 280,000 gallons - 320,000	gal.	No Bid
9	WW	POLYMER (BIOSOLIDS DEWATERING) - approx. 42 - 48 totes	tote	No Bid
10	W	SCALE INHIBITOR - approx. 12 - 14 totes	tote	No Bid
11	W	SOLID ANIONIC POLYMER - approx. 4,000 - 5,500 pounds	lb.	No Bid

The bid basis for the contract award is the unit price for the individual item. This form must be completed and returned with your bid.

City of Ormond Beach

**WATER AND WASTEWATER CHEMICAL PURCHASES 2020
Bid No. 2020 - 24**

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

- [] To the best of our knowledge, the undersigned Contractor has no potential conflicts of interest due to any other clients or contracts for this project.


- [] The undersigned Contractor, 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 Contractor has had no litigation on any project in the last five (5) years.

- [] The undersigned Contractor, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

ADAPCO LLC

COMPANY NAME



AUTHORIZED SIGNATURE

Jason Trumbetta

NAME (PRINT OR TYPE)

Vice President and Secretary

TITLE

CITY OF ORMOND BEACH
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids 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:

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.

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.

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


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 proposal, 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.

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.

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

ADAPCO LLC

COMPANY NAME



AUTHORIZED SIGNATURE

Jason Trumbetta

NAME (PRINT OR TYPE)

CITY OF ORMOND BEACH **LOCAL VENDOR PREFERENCE**

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the Contractor's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.



Local Vendor Affidavit of Eligibility

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- c. Payment of business tax and real property tax due to the City of Ormond Beach is current
- d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: N/A

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the Contractor's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ Date: _____

See Enclosed Signed Bid Bond

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

(hereinafter called Principal) and

(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State _____ of with its principal offices in the County of _____ and authorized to do business in the State of Florida, in the full and just sum of _____ Dollars (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the

WATER AND WASTEWATER CHEMICAL PURCHASES 2020 Bid No. 2020 - 24

in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day _____, 20_____.

(Principal)
By: _____

ATTEST:

(Surety)
By: _____

(SEAL)

**ATTACHMENT A
CITY OF ORMOND BEACH
VENDOR/ CONTRACTOR REGISTRATION & INSURANCE REQUIREMENTS**

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 – (386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT A

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Not required.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include the following, or substantially similar, provisions:

1. **Hold Harmless**

- (a) **General**

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, 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 the Contract Documents, whether such operations be by the Contractor, 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.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents 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 coverage.)

- (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 coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, 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 amounts 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).

<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.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement 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) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be 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 the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. 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.
5. If the Contractor fails to obtain and maintain for the life of the Project 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 Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, 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 in this Exhibit 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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we ADAPCO, LLC

(hereinafter called Principal) and

Atlantic Specialty Insurance Company
(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State
New York of with its principal offices in the County of
Hennepin and authorized to do business in the State of Florida, in the full and just
sum of Five Percent of Amount Bid
Dollars (\$ 5%) good and lawful money of the
United States of America, to be paid upon demand of the City of Ormond Beach, Florida, to
which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and
assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach,
Florida, a bid for work to be done on the

WATER AND WASTEWATER CHEMICAL PURCHASES 2020 Bid No. 2020 - 24

in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or
cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the
Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a
contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth
therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract
Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the
approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this
obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon
the failure of the Principal to comply with any or all of the foregoing requirements within the time
specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful
money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be
signed and sealed this 10th day July, 20 20.

By:

Jason Trumbetta
Vice President and Secretary

Atlantic Specialty Insurance Company

(Surety)

By:

Joshua Sanford, Attorney-in-Fact

ATTEST:

Eric Strba
Eric Strba, Witness (S.E.A.)





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Michelle Anne McMahon, Donna M Planeta, Joshua Sanford, Aimee R Perondine, Aiza Anderson, Danielle D Johnson, Bethany Stevenson, Tanya Nguyen, Saykham Chanthasone, Rebecca Stevenson, Bryan M. Caneschi**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

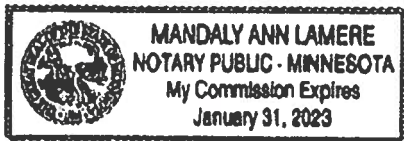
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-ninth day of April, 2019.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-ninth day of April, 2019, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Mandaly Ann Lamere
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 10th day of July, 2020.



Christopher V. Jerry
Christopher V. Jerry, Secretary

This Power of Attorney expires
January 31, 2023



creating value,
growing together



July 10, 2020

Mr. Robert Schattie
City of Ormond Beach
22 South Beach St.
Ormond Beach, FL 32174

SUBJECT: Bid#2020-24 - Water and Wastewater Chemical Purchases 2020

Dear Mr. Schattie:

Thank you for the opportunity to provide ADAPCO's pricing for Biological Larvicide.

ADAPCO has been distributing *Bacillus Thuringiensis* subsp. *Israelensis* (Bti) for over 30 years. We have been in the unique opportunity of distributing both the Aquabac XT and the Vectobac 12AS. In 2018 we were proud to have received Sole Source Distributorship from Valent Biosciences for their Vector Control line of Vectobac, Vectolex, Vectomax, Bactimos, Metalarv and Vectoprime brands for the entire US.

The Vectobac 12AS Bti product is great for Nuisance Mosquitos, Aquatic Midges and Flies. I have attached the label and safety data sheets for your reference as well as the Sole Source Distributorship Manufacturer letter from Valent. Please also find enclosed ADAPCO's Pesticide Dealers License and Evidence of Insurance Coverage, specific coverage can be given upon award notice.

We do not actually apply the chemicals, but as an introduction to ADAPCO, Chris Pederson, your Technical Sales Representative, has over 30 years of experience in application technology and prides himself on assisting districts throughout Florida to choose the appropriate chemistries.

I have 16 years of experience with ADAPCO with degrees in Environmental Engineering, Environmental Resource Management and Watershed Management. My role continues to ensure the sustainability of any abatement in respect to chemistry selection, regulation and environmental impact analysis.

We look forward to serving your water and wastewater chemical needs. If you have any questions or need any additional information, please contact Chris Pederson or me at (800) 367-0659.

Respectfully,

Jason Trumbetta
ADAPCO VP and Secretary
(407) 328-6519
Email: bids@myadapco.com
www.MyADAPCO.com

ADAPCO
550 Aero Ln
Sanford, FL 32771

T 800 367 0659

azelis.com/americas | myadapco.com



870 Technology Way
Libertyville, IL 60048

October 28th, 2019

ADAPCO
550 Aero Lane
Sanford, FL 32771-6342

To Whom It May Concern:

This letter is to advise you that Valent BioSciences LLC is the sole manufacturer and registrant of the trademarked product brands VectoBac[®], VectoLex[®], VectoMax[®], Bactimos[®], MetaLarv[®], and VectoPrime[®]. This includes the formulations VectoBac G, VectoBac GS, VectoBac GR, VectoBac 12AS, VectoBac WDG, VectoBac DT, VectoLex FG, VectoLex WDG, VectoLex WSP, VectoMax FG, VectoMax WSP, Bactimos PT, Bactimos WG, Metalarv S-PT, and VectoPrime FG.

Furthermore, Valent BioSciences LLC is the sole manufacturer of *Bacillus thuringiensis* subspecies *israelensis*, Strain AM 65-52, which is the registered active ingredient contained in the VectoBac[®] and Bactimos[®] formulations. It is also one of the two registered active ingredients in the VectoPrime[®] formulation.

Valent BioSciences LLC is the sole manufacturer of *Bacillus sphaericus* 2362 Serotype H5a5b, strain ABTS 1743, which is the registered active ingredient contained in the VectoLex[®] formulations.

Valent BioSciences LLC is the sole manufacturer of both *Bacillus thuringiensis* subspecies *israelensis*, Strain AM 65-52, and *Bacillus sphaericus* 2362 Serotype H5a5b, strain ABTS 1743, which are the registered active ingredients contained in the VectoMax[®] formulations.

Also, be advised that ADAPCO is Valent BioSciences LLC's sole authorized distributor for VectoBac[®], VectoLex[®], VectoMax[®], Bactimos[®], VectoPrime[®] and MetaLarv[®] products in the United States, Cayman Islands and Puerto Rico for 2020.

Should you have any questions regarding this information, feel free to contact me.

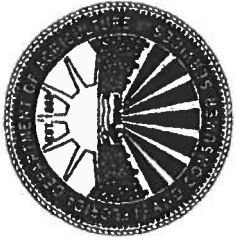
Sincerely,

A handwritten signature in black ink that reads "Dave Schumacher". The signature is written in a cursive style with a large, prominent "D" and "S".

Dave Schumacher
Manager – Public Health Business – North America



870 Technology Way | Libertyville, Illinois 60048
Office: 847.968.4814 | Mobile: 224.220.4204
David.Schumacher@valentbiosciences.com
www.valentbiosciences.com



State of Florida
Department of Agriculture and Consumer Services
Pesticide Certification Office

PESTICIDE DEALER LICENSE

Number: DL3599

ADAPCO LLC
550 AERO LANE, SANFORD, FL 32771

This is to certify that the Pesticide Dealer named above is licensed to purchase, hold or offer for sale, sell, and distribute restricted use pesticides under the provisions of the Florida Pesticide Law, Chapter 487, F.S.

Nicole Fried

NICOLE "NIKKI" FRIED
Commissioner of Agriculture

Issue Date: January 13, 2020
Expiration Date: February 28, 2021



2020 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/19

This Certificate Expires on December 31, 2020

Business Name and Location Address

Certificate Number

ADAPCO LLC
550 AERO LN
SANFORD, FL 32771-6342

69-8012156988-3

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 tangible personal property being repaired.
- 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.

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices



CITY OF SANFORD
Building Division - Licensing
PO Box 1788, Sanford, FL 32772-1788

2020

LOCAL BUSINESS TAX RECEIPT
VALID THROUGH SEPTEMBER 30, 2020

ADAPCO INC
550 AERO LN

SANFORD FL 32771

This receipt is a local business tax only. It does not permit the local business taxpayer to violate any existing zoning or regulatory laws of the state or county, nor does it exempt the business taxpayer from any other license or permits required by law.

Issue Date: 10/01/2019

BTR #: BTR19-018435

Business Location: 550 AERO LN

Classification	Amount
Fire Inspection Fee	100.00
Manufacturers	100.00
Wholesale Distributor	150.00
TOTAL:	350.00

Comments: EXTRA REQUIREMENTS ""DEPT OF AG & PEST CONTROL""
Restrictions: "

SEMINOLE COUNTY TAX RECEIPT REQUIRED
ORIGINAL TAX RECEIPT MUST BE DISPLAYED ON PREMISES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2019

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 Willis Towers Watson Northeast, Inc. fka Willis of New York, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: XL Insurance America Inc</td> <td>24554</td> </tr> <tr> <td>INSURER B: Commerce & Industry Insurance Company</td> <td>19410</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Insurance America Inc	24554	INSURER B: Commerce & Industry Insurance Company	19410	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER F:															
INSURED Adapco, LLC 550 Aero Lane Sanford, FL 32771 USA															

COVERAGES **CERTIFICATE NUMBER:** W13920960 **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			US00076793LI19A	11/14/2019	11/14/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 425727	11/15/2019	11/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> 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	No	N/A	WC 062499168	11/15/2019	11/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
B	Automobile Liability Any MA Auto			CA 4257274	11/15/2019	11/15/2020	Combined Single Limit \$1,000,000	

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Mosquito Control Chemical Distribution
SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage	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 

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willie Towers Watson Northeast, Inc. fka Willis of New York, Inc.		NAMED INSURED Adapco, LLC 550 Aero Lane Sanford, FL 32771 USA	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

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

INSURER AFFORDING COVERAGE: Commerce & Industry Insurance Company **NAIC#:** 19410
POLICY NUMBER: WC 062499169 **EFF DATE:** 11/15/2019 **EXP DATE:** 11/15/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation & Employers Liability	EL Each Accident	\$1,000,000
Per Statute	EL Disease-Each Emp	\$1,000,000
	EL Disease-Policy Lmt	\$1,000,000



creating value,
growing together



July 10, 2020

Mr. Robert Schattie
City of Ormond Beach
22 South Beach St.
Ormond Beach, FL 32174

SUBJECT: Freight specific for Bid#2020-24 - Water and Wastewater Chemical Purchases 2020

Dear Mr. Schattie:

ADAPCO uses licensed and insured 3rd party freight carriers to deliver all of our products throughout the US. Drivers will always have a Bill of Lading with all pertinent information along with NMFC codes and Chemtrec 800#'s for any spill related incidents.

Respectfully,

A handwritten signature in blue ink, appearing to read "Jason Trumbetta".

Jason Trumbetta
ADAPCO VP and Secretary
(407) 328-6519
Email: bids@myadapco.com

ADAPCO
550 Aero Ln
Sanford, FL 32771

T 800 367 0659

azelis.com/americas | myadapco.com

VectoBac[®] 12AS

BIOLOGICAL LARVICIDE

AQUEOUS SUSPENSION

Active Ingredient:

Bacillus thuringiensis, subsp. *israelensis*, strain

AM 65-52, fermentation solids and solubles 11.61%

Other Ingredients 88.39%

Total 100.00%

Potency: 1200 International Toxic Units (ITU) per mg
(Equivalent to 4.84 billion ITU per gallon, 1.279 billion ITU per liter)

There is no direct relationship between intended activity (potency) and the Percent Active Ingredient by Weight.

EPA Reg. No.73049-38

EPA Est. No. 33762-IA-001

List No. 05605

INDEX:

- 1.0 First Aid
- 2.0 Precautionary Statements
 - 2.1 Hazard to Humans (and Domestic Animals)
 - 2.2 Physical and Chemical Hazards
- 3.0 Directions for Use
 - 3.1 Chemigation
- 4.0 Storage and Disposal
- 5.0 Application Directions
- 6.0 Nuisance Flies
- 7.0 Nuisance Aquatic Midges
- 8.0 Ground and Aerial Application
- 9.0 Small Quantity Dilution Rates
- 10.0 Chemigation
 - 10.1 Rice-Flood (Basin) Chemigation
- 11.0 Notice to User

KEEP OUT OF REACH OF CHILDREN
CAUTION

FIRST AID	
If in eyes	<ul style="list-style-type: none">• Hold eye open and rinse slowly and gently with water for 15-20 minutes.• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.• Call a poison control center or doctor for treatment advice.
If on skin or clothing	<ul style="list-style-type: none">• Take off contaminated clothing.• Rinse skin immediately with plenty of water for 15-20 minutes.• Call a poison control center or doctor for treatment advice.
HOT LINE NUMBER	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-877-315-9819 (24 hours) for emergency medical treatment and/or transport emergency information. For all other information, call 1-800-323-9597.	

2.0 PRECAUTIONARY STATEMENTS

2.1 HAZARD TO HUMANS (AND DOMESTIC ANIMALS) CAUTION

Harmful if absorbed through skin. Causes moderate eye irritation. Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash contaminated clothing before reuse. Mixer/loaders and applicators not in enclosed cabs or aircraft must wear a dust/mist filtering respirator meeting NIOSH standards of at least N-95, R-95, or P-95. Repeated exposure to high concentrations of microbial proteins can cause allergic sensitization.

2.2 Physical and Chemical Hazards

Diluted or undiluted VectoBac 12AS can cause corrosion if left in prolonged contact with aluminum spray system components. Rinse spray system with plenty of clean water after use. Care should be taken to prevent contact with aluminum aircraft surfaces, structural components and control systems. In case of contact, rinse thoroughly with plenty of water. Inspect aluminum aircraft components regularly for signs of corrosion.

3.0 DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. Do not apply directly to finished drinking water reservoirs or drinking water receptacles when water is intended for human consumption.

Do not apply when weather conditions favor drift from treated areas. Do not apply to metallic painted objects, such as automobiles, as spotting may occur. If spray is deposited on metallic painted surfaces, wash immediately with soap and water to avoid spotting.

Avoiding spray drift at the application site is the responsibility of the applicator. The interaction of many equipment- and weather-related factors determine the potential for spray drift. The applicator and the treatment coordinator are responsible for considering all these factors when making decisions.

3.1 Chemigation

Do not apply this product through any type of irrigation system unless labeling on chemigation is followed.

4.0 STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage or disposal. **STORAGE:** Store in a cool, [less than 86° F (30° C)], dry place.

PESTICIDE DISPOSAL: Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

CONTAINER DISPOSAL: Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Once cleaned, some agricultural plastic pesticide containers can be taken to a container collection site or picked up for recycling or puncture and dispose of in a sanitary landfill, or by incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke. Do not reuse container.

CONTINUED

5.0 APPLICATION DIRECTIONS

Do not apply when wind speed favors drift beyond the area of treatment.

Mosquito Habitat	Suggested Rate Range*
(Such as the following examples): Irrigation ditches, roadside ditches, flood water, standing ponds, woodland pools, snow melt pools, pastures, catch basins, storm water retention areas, tidal water, salt marshes and rice fields.	0.25 - 2 pts/acres

In addition, standing water containing mosquito larvae, in fields growing crops such as: Alfalfa, almonds, asparagus, corn, cotton, dates, grapes, peaches and walnuts, may be treated at the recommended rates.

When applying this product to standing water containing mosquito larvae in fields growing crops, do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application.

Polluted water (such as sewage lagoons, animal waste lagoons).	1 - 2 pts/acre
--	----------------

*Use higher rate range in polluted water and when late 3rd and early 4th instar larvae predominate, mosquito populations are high, water is heavily polluted, and/or algae are abundant.

Blackflies Habitat	Suggested Rate Range
Streams	
Stream water† (= ppm) for 1 minute exposure time	0.5 - 25 mg/liter
Stream water† (= ppm) for 10 minutes exposure time	0.05 - 2.5 mg/liter

†Use higher rate range when stream contains high concentration of organic materials, algae, or dense aquatic vegetation.

†Discharge is a principal factor determining carry of Bti. Use higher rate or increase volume by water dilution in low discharge rivers or streams under low volume (drought) conditions.

6.0 NUISANCE FLIES

For control of nuisance flies (*Psychoda* spp., *Chironomus* spp.) in sewage treatment facilities utilizing trickling filter systems.

APPLICATION DIRECTIONS

Nuisance Fly Habitat	Suggested Rate Range*
Trickling filter system of wastewater treatment plants	10 - 20 mg/liter a.(0.833-1.67 ml) per liter of wastewater feed to the filter per 30 minutes

* Use high rate for control of *Chironomus* spp. Apply undiluted with pre-calibrated pump or other device into the wastewater feeding into the filters for a period of 30 minutes. Repeat applications as needed after 2-4 weeks. Control of *Chironomus* spp. may take up to 2 weeks.

7.0 NUISANCE AQUATIC MIDGES

For control of *Chironomine* midges (*Chironominae: Chironomini*) inhabiting shallow, manmade and natural lakes or ponds.

APPLICATION DIRECTIONS

Nuisance Midge Habitat	Suggested Rate Range*
Shallow Lakes and Ponds per sewage oxidation ponds (less than acre 6 feet deep)	1 gallon (3,785.5 ml) per acre

* Apply diluted with water in total volume of 5 gallons/acre by pouring or spraying over the surface to be treated with pre-calibrated device. Repeat application as needed after 2-4 weeks. Control of *Chironomine* midges may take up to 2 weeks.

8.0 GROUND AND AERIAL APPLICATION

VectoBac 12AS may be applied in conventional ground or aerial application equipment with quantities of water sufficient to provide uniform coverage of the target area. The amount of water will depend on weather, spray equipment, and mosquito habitat characteristics. Do not mix more VectoBac 12AS than can be used in a 72-hour period.

For most ground spraying, apply in 5-100 gallons of water per acre using hand-pump, airblast, mist blower, etc., spray equipment.

For aerial application, VectoBac 12AS may be applied either undiluted or diluted with water. For undiluted applications, apply 0.25 to 2.0 pt/acre of VectoBac 12AS through fixed wing or helicopter aircraft equipped with either conventional boom and nozzle systems or rotary atomizers.

For diluted application, fill the mix tank or plane hopper with the desired quantity of water. Start the mechanical or hydraulic agitation to provide moderate circulation before adding the VectoBac 12AS. VectoBac 12AS suspends readily in water and will stay suspended over normal application periods. Brief recirculation may be necessary if the spray mixture has sat for several hours or longer. AVOID CONTINUOUS AGITATION OF THE SPRAY MIXTURE DURING SPRAYING.

Rinse and flush spray equipment thoroughly following each use.

For blackfly aerial applications, VectoBac 12AS can be applied undiluted via fixed wing or helicopter aircraft equipped with either conventional boom and nozzle systems or open pipes. Rate of application will be determined by the stream discharge and the required amount of VectoBac 12AS necessary to maintain a 0.5 - 25 ppm concentration in the stream water. VectoBac 12AS can also be applied diluted with similar spray equipment. Do not mix more VectoBac 12AS than can be used in a 72-hour period.

9.0 SMALL QUANTITY DILUTION RATES

Gallons Spray Solution/Acre (Ounces Needed per Gallon of Spray)

VectoBac 12AS			
Rate in Pints Per Acre	10 Gal/A	25 Gal/A	50 Gal/A
0.25 (4 oz)	0.4	0.16	0.08
0.5 (8 oz)	0.8	0.32	0.16
1.0 (16 oz)	1.6	0.64	0.32
2.0 (32 oz)	3.2	1.28	0.64

10.0 CHEMIGATION

Apply this product through flood (basin) irrigation systems. Do not apply this product through any other type of irrigation system. Crop injury, lack of effectiveness, or illegal pesticide residues in the crop can result from nonuniform distribution of treated water. If you have any questions about calibration, you should contact State Extension Service Specialists, equipment manufacturers or other experts.

A person knowledgeable of this chemigation system and responsible for its operation, or under the supervision of the responsible person, shall shut the system down and make necessary adjustments should the need arise.

10.1 RICE-FLOOD (BASIN) CHEMIGATION

Systems using a gravity flow pesticide dispensing system must meter the pesticide into the water at the head of the field and downstream of a hydraulic discontinuity such as a drop structure or weir box to decrease potential for water source contamination from backflow if water flow stops.

VectoBac 12AS is metered or dripped into rice floodwater at application stations positioned at the point of introduction (levee cut) of water into each rice field or pan. Two to three pints of VectoBac 12AS are diluted in water to a final volume of 5 gallons. The diluted solution is contained in a 5 gallon container and metered or dispersed into the irrigation water using a constant flow device at the rate of 80 ml per minute. Introduction of the solution should begin when 1/3 to 1/2 of the pan or field is covered with floodwater. Delivery of the solution should continue for a period of approximately 4-1/2 hours. Floodwater depth should not exceed 10-12 inches to prevent excessive dilution of VectoBac 12AS which could result in reduced larval kill.

Agitation is not required during the period in which the VectoBac 12AS solution is being dispersed.

Application of VectoBac 12AS into rice floodwater is not permitted using a pressurized water and pesticide injection system.

11.0 NOTICE TO USER

Seller makes no warranty, express or implied, of merchantability, fitness or otherwise concerning use of this product other than as indicated on the label. User assumes all risks of use, storage or handling not in strict accordance with accompanying directions.

VectoBac is a registered trademark of Valent BioSciences Corporation.



VALENT BIOSCIENCES
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VectoBac® 12AS Biological Larvicide Aqueous Suspension

SDS# VBC-0036 Revision 3

ISSUED 03/08/16

[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND OF THE COMPANY

1.1 Product Identifier

MATERIAL NAME: VectoBac® 12 AS Biological Larvicide Aqueous Suspension

Synonyms: VectoBac 12AS

EPA Reg No.: 73049-38

Code Number: 15576, 15577, 15578, 21894, 83872

List Number: 05605

Chemical Family: Not applicable; microbial product

1.2 Relevant Identified Uses and Uses Advised Against

Identified Uses: Mosquito larvicide

Uses Advised Against: It is a violation of Federal law to use this product in a manner inconsistent with its FIFRA pesticide labeling.

1.3 Details of the supplier of the Safety Data Sheet

Supplied By: Valent BioSciences Corporation
870 Technology Way
Libertyville, Illinois 60048

1.4 EMERGENCY TELEPHONE NUMBERS

Emergency Health or Spill:

Outside the United States: 651-632-6184

Within the United States: 877-315-9819

2. HAZARDS IDENTIFICATION

2.1 Classification of the Substance or Mixture

Category 1B: Sensitization -Skin

2.2 Labeling Elements

Symbol(s)



Signal Word

WARNING



SAFETY DATA SHEET

2 of 10

VectoBac® 12AS Biological Larvicide Aqueous Suspension

SDS# VBC-0036 Revision 3

ISSUED 03/08/16

[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

Hazard Statement(s)

May cause an allergic skin reaction

Precautionary Statement:

Prevention

Avoid breathing mist or spray

Wash thoroughly after handling

Contaminated work clothing must not be allowed out of the workplace

Wear protective impervious gloves

Response

If on skin: Wash with plenty of water.

If skin irritation or rash occurs: Get medical advice/ attention.

Take off contaminated clothing and wash it before reuse.

Disposal

Dispose of contents/container in accordance with local/regional/national regulations.

2.3 Other Hazards

None identified.

3. COMPOSITION/INFORMATION ON INGREDIENTS

CAS #	Component Name	Classification	Percent
None	<i>Bacillus thuringiensis</i> subsp. <i>israelensis</i>	Eye Irritation – Cat 2B Skin Sensitizer – Cat 1B	11.61 %
2634-33-5	Proxel GXL	Skin Sensitizer	0.10 %
Trade Secret	Other Ingredients – withheld as Trade Secret	Not classified	88.29 %

4. FIRST AID MEASURES

4.1 Description of First Aid Measures

GENERAL: In all cases of doubt, seek medical attention.

EYES: Remove from source of exposure. Flush with copious amounts of water. Remove contact lenses, if present and easy to do, after the first 5 minutes, then continue rinsing. If irritation persists or signs of toxicity occur, seek medical attention. Provide symptomatic /supportive care as necessary.

SKIN: Remove from source of exposure. Take off contaminated clothing. Flush with copious amounts of water. Cover irritated skin with an emollient. If irritation persists or signs of toxicity occur, seek medical attention. Provide symptomatic/supportive care as necessary.



SAFETY DATA SHEET

3 of 10

VectoBac® 12AS Biological Larvicide Aqueous Suspension

SDS# VBC-0036 Revision 3

ISSUED 03/08/16

[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

INGESTION: Remove from source of exposure. Move person to fresh air. Do NOT induce vomiting. Give large quantities of water. If signs of toxicity occur, seek medical attention. Provide symptomatic /supportive care as necessary.

INHALATION: Remove from source of exposure. If signs of toxicity occur, seek medical attention. Provide symptomatic/supportive care as necessary. If person is not breathing, call 911, then give artificial respiration.

4.2 Most important Symptoms and Effects, both Acute and Delayed

Acute

Mild eye and skin irritation, mild sensitization potential

Delayed

No information on significant adverse effects

4.3 Indication of any Immediate Medical Attention and Special Treatment Needed

Treat symptomatically and supportively

5. FIRE FIGHTING PROCEDURES

5.1 Extinguisher Media

Suitable Extinguisher Media

Dry chemical, water spray, foam or carbon dioxide. Use appropriate medium for the underlying cause of the fire.

Unsuitable Extinguisher Media

None known

5.2 Specific Hazards Arising from the Chemical

Keep containers cool by spraying with water if exposed to fire.

Thermal decomposition products

Carbon oxides, nitrogen oxides

5.3 Advice to Firefighters

Protective Equipment and precautions for firefighters

Fire fighter should wear full-face, self-contained breathing apparatus and impervious protective clothing. Fire fighters should avoid inhaling combustion products. See Section 8 (Exposure Controls / Personal Protection)

Fire & Explosive hazard

Not expected to be flammable.



SAFETY DATA SHEET

4 of 10

VectoBac® 12AS Biological Larvicide Aqueous Suspension

SDS# VBC-0036 Revision 3

ISSUED 03/08/16

[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

6. ACCIDENTAL RELEASE MEASURES

6.1 Personal Precautions, Protective Equipment and Emergency Procedures

Wear a dust/mist filtering respirator, eye protection and impervious gloves.

6.2 Environmental Precautions

Dispose of excess product and washwaters according to local regulations.

6.3 Methods and Materials for Containment and Cleaning Up

Recover product with inert material (earth, sand, vermiculite), place into appropriate container for disposal. Do not flush to sewer.

6.4 Reference to Other Sections

See Section 7 for Handling Procedures. See Section 8 for Personal Protective Equipment recommendations. See Section 13 for Disposal Considerations.

US Regulations may require reporting spills of hazardous materials: See Section 15: Regulatory Information for details on reportable quantities, if any.

7. HANDLING AND STORAGE

7.1 Precautions for Safe handling

Avoid contact with eyes, skin or clothing. Wash thoroughly after handling. Do not eat, drink or smoke while working with product, obey reasonable safety precautions and practice good housekeeping.

7.2 Conditions for Safe Storage, Including and Incompatibilities

Store in a cool, dry place. For further information refer to local country registration and label.

Incompatibilities

None Known

7.3 Specific End Use(s)

Mosquito Larvicide.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1 Control Parameters

Component Exposure Limits

None Established



SAFETY DATA SHEET

5 of 10

VectoBac® 12AS Biological Larvicide Aqueous Suspension

SDS# VBC-0036 Revision 3

ISSUED 03/08/16

[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

Derived No Effect Levels (DNELs)

No DNELs available

Predicted No Effect Concentrations (PNECs)

No PNECs available

8.2 Exposure Controls

Appropriate Engineering Controls

Provide general ventilation.

SKIN PROTECTION:

Wear impervious protective clothing, including boots and gloves. Wear gloves made of impervious materials. Wash thoroughly with soap and water after handling.

EYE PROTECTION:

Wear goggles, safety glasses with side shields or full-face shield when splashing or spraying of materials is likely.

RESPIRATORY PROTECTION:

Use dust/mist filtering respirator (MSHA/NIOSH approved number prefix TC-21C) or a NIOSH approved respirator with any N, P, R or HE filter.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Light brown liquid	Odor:	Malt-like
pH:	5.0 (1% w/v susp)	Odor Threshold:	N/D
Melting Point:	°F (°C)	Boiling Point:	°F (°C)
Specific Gravity:	@ °F	Solubility (H ₂ O):	
Relative Density:	1.06 g/cm ³ @ 20 °C	Evaporation Rate:	N/D
Octanol/H ₂ O Coeff:	N/D	Decomposition Temp.:	N/D
Vapor Density:	N/D	Vapor Pressure:	N/D
VOC:	% by weight	Flammability Class:	Not flammable
Kinematic Viscosity:	cSt @ °C cSt @ °C		

10. CHEMICAL STABILITY AND REACTIVITY

10.1 Reactivity

Material does not pose a significant reactivity hazard.

10.2 Chemical Stability

Stable under ordinary conditions of use and storage. Spontaneous reaction not possible.



SAFETY DATA SHEET

6 of 10

VectoBac® 12AS Biological Larvicide Aqueous Suspension

SDS# VBC-0036 Revision 3

ISSUED 03/08/16

[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

10.3 Possibility of Hazardous Reactions

Does not undergo hazardous polymerization

10.4 Conditions to Avoid

Keep away from incompatible substances.

10.5 Incompatible Materials

Diluted or undiluted product can cause corrosion if left in prolonged contact with aluminum surfaces (e.g. spray equipment, aircraft components).

10.6 Hazardous Decomposition Products

Carbon oxides and unidentified organic compounds.

11. TOXICOLOGICAL INFORMATION

11.1 Information on Toxicological Effects

Likely Routes of Exposure

Eye Contact: Yes

Skin Contact: Yes

Inhalation: No

Ingestion: No

Acute Effects – Product Toxicology Studies

Oral Toxicity: LD₅₀ > 5,000 mg/kg (rat)

Dermal Toxicity: LD₅₀ > 5,000 mg/kg (rabbit)

Inhalation Toxicity: LC₅₀ > 5.34 mg/L air

Corrosiveness: Not corrosive to humans, can be corrosive to aluminum.

Dermal Irritation: slightly-irritating, (category IV)

Ocular Irritation: slightly-irritating, (category IV)

Dermal Sensitization: Mild sensitizer, (guinea pig)

Mutagenicity Information: Components of this product are not listed as mutagens.

Carcinogenicity Information: Components of this product are not listed as carcinogenic by NTP, IARC or OSHA.

Developmental/Reproductive Toxicity: This material is not a teratogenic compound. The NOEL for maternal and embryo toxicity in rabbits was ___ mg/kg/day. The NOEL for reproductive effects in rats was ___ ppm.

Special Target Organ: Slight eye and skin Irritation.

Aspiration Hazard: Not Applicable

Repeat Dose Studies: Not Applicable, Pathogenicity Toxicity testing was all negative



SAFETY DATA SHEET

7 of 10

VectoBac® 12AS Biological Larvicide Aqueous Suspension

SDS# VBC-0036 Revision 3

ISSUED 03/08/16

[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

12. ECOLOGICAL INFORMATION

12.1 Ecotoxicity (Data for a Concentrated Technical Powder)

Fish: LC₅₀ >370 mg/L (96-H, Rainbow Trout)

Bird: LC₅₀ >3077 mg /kg (6.2 x 10¹¹ cfu/kg) (Acute Oral - Bobwhite Quail)

LC₅₀ >3077 mg /kg (6.2 x 10¹¹ cfu/kg) each day for 5 days (Sub-Acute Oral (dietary) - Bobwhite Quail)

Invertebrates: LC₅₀ >50 mg/L (48-H) (Daphnia)

Bees: Essentially non-toxic to honey bees.

12.2 Persistence and Degradability

No data available

12.3 Bioaccumulation potential

Not applicable. Substance is not pathogenic to non-target organisms

12.4 Mobility in Soil

No data available

12.5 Results of PBT and vPvB assessment

Assessments not performed

12.6 Other adverse effects

None known

13. DISPOSAL CONSIDERATIONS

13.1 Waste Disposal Methods

Dispose of product in accordance with federal, state, provincial, and local regulations. Prevent contamination of environment by wastes.

US EPA WASTE NUMBER & DESCRIPTIONS:

There is no applicable EPA waste number. This product, if discarded, is not expected to be a characteristic or listed hazardous waste.

14. TRANSPORTATION INFORMATION

DOT STATUS: Not regulated by US DOT
UN PROPER SHIPPING NAME: N/A
REMARKS: N/A



SAFETY DATA SHEET

8 of 10

VectoBac® 12AS Biological Larvicide Aqueous Suspension

SDS# VBC-0036 Revision 3

ISSUED 03/08/16

[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

IATA/ICA0 STATUS: Not Regulated
PROPER SHIPPING NAME: N/A
REMARKS: N/A

IMDG STATUS: Not Regulated
PROPER SHIPPING NAME: N/A
REMARKS: N/A

15. REGULATORY INFORMATION

15.1 Safety, Health and Environmental Regulations / Specific Legislation

TSCA STATUS: Not Listed

CERCLA STATUS: Not regulated as hazardous

SARA STATUS: Acute: No Chronic: No Fire: No CDT: No

RCRA STATUS: Not regulated as hazardous

State Right-To-Know: Not listed.

Consult applicable national, state provincial or local laws to determine regulations, laws or ordinances which may be applicable.

OSHA HAZARD COMMUNICATION STANDARD: Not defined by the OSHA Hazard Communication Standard, 29 CFR.

15.2 FIFRA – Pesticide Labeling

EPA registration Number 73049-38

EPA Pesticide Label signal word: CAUTION

Product must have EPA Approved Pesticide Label attached or accompanying all containers.

This chemical is a pesticide product registered by the United States Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets (SDS), and for workplace labels of non-pesticide chemicals. The hazard information required on the pesticide label is reproduced below. The pesticide label also includes other important information, including directions and limitations for its use.

**KEEP OUT OF REACH OF CHILDREN
PRECAUTIONARY STATEMENT
HAZARD TO HUMANS AND DOMESTIC ANIMALS
CAUTION**

Harmful if absorbed through skin. Causes moderate eye irritation. Avoid contact with skin, eyes or clothing. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash contaminated clothing before reuse.



SAFETY DATA SHEET

9 of 10

VectoBac® 12AS Biological Larvicide Aqueous Suspension

SDS# VBC-0036 Revision 3

ISSUED 03/08/16

[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

Mixers/loaders and applicators not in enclosed cabs or aircraft must wear a dust/mist filtering respirator meeting NIOSH standards of at least N-95, R-95 or P-95. Repeated exposure to high concentrations of microbial proteins can cause allergic sensitization.

PHYSICAL AND CHEMICAL HAZARDS

Diluted or undiluted VectoBac® 12 AS can cause corrosion if left in prolonged contact with aluminum spray system components. Rinse spray system with plenty of clean water after use. Care should be taken to prevent contact with aluminum aircraft surfaces, structural components and control systems, In case of contact, rinse thoroughly with plenty of water. Inspect aluminum aircraft components regularly for signs of corrosion.

DIRECTIONS FOR USE

It is in violation of Federal law to use this product in a manner inconsistent with its labeling. Do not apply directly to treated finished drinking water reservoirs or drinking water receptacles when water is intended for human consumption.

Do not apply when weather conditions favor drift from treated areas. Do not apply to metallic painted objects, such as automobiles, as spotting may occur. If spray is deposited on metallic painted surfaces, wash immediately with soap and water to avoid spotting.

Avoiding spray drift at the application site is the responsibility of the applicator. The interaction of many equipment-and-weather related factors determine the potential for spray drift. The applicator and the treatment coordinator are responsible for considering all these factors when making decisions.

STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage or disposal.

Storage: Store in a cool, [less than 86°F (30° C)] dry place.

Pesticide Disposal: Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

Container Disposal: Nonrefillable container. Do not reuse or refill this container.

Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container ¼ full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Once cleaned, some agricultural plastic pesticide containers can be taken to a container collection site or picked up for recycling or puncture and dispose of in a sanitary landfill or by incineration, or if allowed by state and local authorities, by burning. If burned, stay out of smoke. Do not reuse container.



SAFETY DATA SHEET

10 of 10

VectoBac® 12AS Biological Larvicide Aqueous Suspension

SDS# VBC-0036 Revision 3

ISSUED 03/08/16

[Classification according to OSHA; 29 CFR § 1910.1200, (3/12/2012)]

16. OTHER INFORMATION

NFPA Hazard Ratings

Health: N/D
Flammability: N/D
Instability: N/D

HMIS Hazard Ratings

Health: N/D
Flammability: N/D
Instability: N/D

0 = minimal
1 = slight
2 = moderate
3 = serious
4 = Extreme

REASON FOR ISSUE: Updated List #'s
APPROVAL DATE: 03/08/16
SUPERSEDES DATE: 04/14/15

LEGEND: N/A = Not Applicable
N/L = Not Listed
C = Ceiling

N/D = Not Determined
L = Listed
S = Short-term

(R) = Registered Trademark of Valent BioSciences
(TM) = Registered Trademark of Valent BioSciences

The information provided in this Safety Data Sheet (SDS) is provided in good faith and believed to be accurate at the time of preparation of the SDS. However, to the extent consistent with applicable law, Valent BioSciences Corporation and its subsidiaries or affiliates extend no warranties, make no representations, and assume no responsibility as to the accuracy, suitability, or completeness of such information. Additionally, to the extent consistent with applicable law, neither Valent BioSciences Corporation nor any of its subsidiaries or affiliates represents or guarantees that this information or product may be used without infringing the intellectual property rights of others. Except to the extent a particular use and particular information are expressly stated on the product label, it is the users' own responsibility to determine the suitability of this information for their own particular use of this product. If necessary, contact Valent BioSciences Corporation to confirm that you have the most current product label and SDS.

This Safety Data Sheet (SDS) serves different purposes than and DOES NOT REPLACE OR MODIFY THE EPA-APPROVED PRODUCT LABEL (attached to and accompanying the product container). This SDS provides important health, safety, and environmental information for employers, employees, emergency responders and others handling large quantities of the product in activities generally other than product use as required by the Occupational Health and Safety Act (29 CFR 1910.1200, "Hazcom"). The product label provides information specifically for product use in the ordinary course. Use, storage and disposal of pesticide products is regulated by the EPA under the authority of FIFRA through the product label. All necessary hazard classification and appropriate precautionary use, storage, and disposal information is set forth on that label or labeling accompanying the pesticide or to which reference is made on the label. It is a violation of federal law to use an EPA-registered pesticide product in any manner inconsistent with its labeling.



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