



# AMENDMENT #1

Dated: May 24, 2021

PALM BEACH COUNTY PURCHASING DEPARTMENT  
50 SOUTH MILITARY TRAIL, SUITE 110  
WEST PALM BEACH, FLORIDA 33415-3199

IFB #: 21-044/MB

TITLE: SULFURIC ACID 93% SOLUTION, BULK DELIVERY, PURCHASE OF, TERM CONTRACT

SUBMISSION  
DATE: MAY 27, 2021

REFERENCE SPECIAL CONDITIONS, PAGE 11, TERM #19, RENEWAL OPTION, change to read:

## 19. RENEWAL OPTION

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

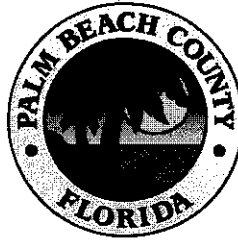
NOTE: This amendment shall be signed and returned with your response. Failure to return with response shall result in rejection of your bid.

\_\_\_\_\_  
COMPANY NAME  
*Marva Brown*  
\_\_\_\_\_  
MARVA BROWN  
SENIOR BUYER

\_\_\_\_\_  
SIGNATURE / DATE  
*Kristen A. Monnett*  
\_\_\_\_\_  
KRISTEN A. MONNETT  
PURCHASING MANAGER

**Board of County Commissioners**

Dave Kerner, Mayor  
Robert S. Weinroth, Vice Mayor  
Maria G. Marino  
Gregg K. Weiss  
Maria Sachs  
Melissa McKinlay  
Mack Bernard



**County Administrator**

Verdenia C. Baker

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

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**BOARD OF COUNTY COMMISSIONERS  
NOTICE OF SOLICITATION  
IFB #21-044/MB**

**SULFURIC ACID 93% SOLUTION, BULK DELIVERY, PURCHASE OF, TERM CONTRACT**

**BID SUBMISSION DATE: May 27, 2021 AT 4:00 P.M.**

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department at (561) 616-6800.

**BIDDERS SHALL PROVIDE A RESPONSE IN A SEALED PACKAGE OR CONTAINER SIGNED BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.**

Protests can be accepted only during the five (5) business day posting period.

**C A U T I O N**

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If bidder intends to use subcontractors, bidder must also ensure that all subcontractors are registered as vendors in VSS. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. County will not finalize a contract award until the County has verified that the contractor and all of its subcontractors are registered in VSS. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our VSS system. It is the vendor's sole responsibility to routinely check our VSS system for any amendments that may have been issued prior to the deadline for receipt of bids.

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

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

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

**BOARD OF COUNTY COMMISSIONERS**  
Palm Beach County  
**INVITATION FOR BID**

<b>IFB #21-044/MB</b>	<b>IFB TITLE: SULFURIC ACID 93% SOLUTION, BULK DELIVERY, PURCHASE OF, TERM CONTRACT</b>	
<b>PURCHASING DEPARTMENT CONTACT: Marva Brown, Senior Buyer</b>		<b>TELEPHONE NO.: (561) 616-6815</b>
<b>FAX NO.: (561) 242-6715</b>	<b>E-MAIL ADDRESS: <a href="mailto:mbrown@pbcgov.org">mbrown@pbcgov.org</a></b>	

All bid responses must be received on or before May 27, 2021, prior to 4:00 p.m., Palm Beach County local time. **SUBMIT BID TO:** Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

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

**PURPOSE AND EFFECT:** It is the purpose and intent of this solicitation to secure bids for item(s) and / or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

## GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

### GENERAL CONDITIONS

#### 1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this Invitation for Bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response prior to the published bid submission time. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

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

#### 2. LEGAL REQUIREMENTS

- a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA, and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

Any toxic substance provided to the County as a result of this solicitation or resultant contract shall be accompanied by its Safety Data Sheet (SDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

#### b. COMMERCIAL NON-DISCRIMINATION:

##### Item 1: Bidder's Representations and Agreement.

The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Bidder shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, subconsultants vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Bidder understands and agrees that a material violation of this clause shall be considered a material breach of contract and may result in termination of the contract, disqualification or debarment of the Bidder from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

##### Item 2: Bidder's Agreement to Apply to Subcontracts

The bidder covenants and agrees to include the commercial non-discrimination clause in all subcontractor agreements.

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

- d. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under the Contract, an Independent Contractor and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to the Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the County shall be that of an Independent Contractor and not as employees or agents of the County.
- e. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE:** Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as amended. In October 2013, compliance with the requirements of the U. S. Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The bidder is solely responsible for understanding the financial, schedule, and / or staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE / FBI fees that shall be paid by the County.
- f. **PUBLIC ENTITY CRIMES:** F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "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 with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- g. **NON-COLLUSION:** Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.
- No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and / or debarment or suspension from doing business with Palm Beach County.
- h. **LOBBYING:** Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date / time of the deadline for submission of the bid, and terminates at the time that the Board or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication, i.e., facsimile, e-mail or U.S. mail.

Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

- i. **CONFLICT OF INTEREST:** All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.
- j. **SUCCESSORS AND ASSIGNS:** The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of the Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in the Contract without the prior written consent of the other.
- k. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and / or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and / or resultant contract.
- l. **PUBLIC RECORDS, ACCESS AND AUDITS:** The bidder agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the bidder's services or authorized by the County as a reimbursable expense, whether generated directly by the bidder, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the County or the bidder, and wherever located shall be the property of the County.

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

The County shall have the right to request and review bidder's books and records to verify bidder's compliance with the Contract, adherence to the Equal Business Opportunity ("EBO") Program and its bid. The County shall have the right to interview subcontractors, and workers at the work site to determine Contract compliance. The bidder shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. Bidder shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for five (5) years after project completion date. The County and the Palm Beach County Inspector General shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years.

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

1. Keep and maintain public records required by the County to perform services provided under the Contract.
2. Upon request from the County's Custodian of Public Records ("County's Custodian") or County's representative/liaison, on behalf of the County's Custodian, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Bidder further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
3. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Bidder does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the County.
4. Upon completion of the Contract, the Bidder shall transfer, at no cost to the County, all public records in possession of the Bidder unless notified by County's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records required by the County to perform the service. If the Bidder transfers all public records to the County upon completion of the Contract, the Bidder shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the Contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically by the Bidder must be provided to the County, upon request of the County's Custodian or the County's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of County, at no cost to County.

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

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

**RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

- m. **INCORPORATION, PRECEDENCE, JURISDICTION, GOVERNING LAW:** This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the award or the resultant contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.
- n. **LEGAL EXPENSES:** The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the contract, or from any other matter generated by or relating to the contract.
- o. **NO THIRD PARTY BENEFICIARIES:** No provision of the Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to the Contract, including but not limited to any citizen or employees of the County and / or successful bidder.
- p. **SCRUTINIZED COMPANIES**

**1. SCRUTINIZED COMPANIES:**

As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance hereof, the Bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Bidder is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the resulting Contract from this Invitation for Bid may be terminated at the option of the County.

**2. SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN \$1 MILLION):**

As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance hereof, the Bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

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

### 3. BID SUBMISSION

- a. **SUBMISSION OF RESPONSES:** All bid responses must be submitted on the provided Invitation for Bid "Response" Form. Bid responses on vendor letterhead / quotation forms shall not be accepted. Responses must be typewritten, written in ink or a photocopy and must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.
- b. **CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete the contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.
- c. **S/M/WBE - EBO REQUIREMENTS**

Please note that all forms related to the EBO Program, including waiver forms and good faith effort documentation can be found at:

<http://discover.pbcbgov.org/oebo/Pages/Documents.aspx>

#### **Item 1 – Policy**

It is the policy of the Board that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the County's requirements for the EBO Program, and which is incorporated in this solicitation. The provisions of the EBO Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

#### **Item 2 – Waiver of Affirmative Procurement Initiatives (APIs) Requirements**

In accordance with the EBO Ordinance, the Affirmative Procurement Initiatives (APIs) have been waived for this solicitation. However, if any Bidder intends to utilize any subcontractors/subconsultants as part of their response to this solicitation, the applicable OEBO Schedules must be submitted with their response for compliance tracking purposes.

#### **Item 3 – Bid Submission Documentation**

S/M/WBE bidders, bidding as prime contractors or consultants, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by all subcontractor or subconsultant, including S/M/WBE subcontractors and subconsultants. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the - S/M/WBE goal. This requirement applies even if the S/M/WBE

bidder intends to perform 100% of the work with their own workforce S/M/WBE subcontractor/subconsultant documentation. If applicable, shall be submitted as follows:

#### **Schedule 1 - List of Proposed Subcontractors/ Subconsultants**

A completed Schedule 1 submitted by the prime shall list the names of all subcontractors/subconsultants intended to be used in performance of the contract, if awarded. The total proposed percentage of S/M/WBE participation shall also be included on this form. This schedule shall also be used if an S/M/WBE Prime Contractor/consultant is performing all or any portion of this contract with their work force.

#### **Schedule 2 - Letter of Intent**

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a subcontractor/subconsultant (or any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. Each Schedule 2 shall be properly executed by the Prime Contractor/consultant and by the proposed subcontractor/subconsultant. If the Prime Contractor/consultant is an S/M/WBE, a Schedule 2 shall be submitted to document work to be performed by its workforce. All S/M/WBE(s) shall specify, in detail, the type of work they will perform along with the dollar amount they will be compensated and/or percentage of work they will perform. If any subcontractor/subconsultant intends to subcontract any portion of their work, they are required to list the dollar amount and the name of the subcontractor/subconsultant on this form. All named subcontractors/subconsultants on this form must also complete and submit a separate Schedule 2. The Prime may count toward its S/M/WBE goal second and third tiered certified S/M/WBE(s); provided that the Prime Contractor/consultant submits a completed Schedule 2 form for each S/M/WBE.

A detailed quote or proposal may be attached with a signed Schedule 2.

Failure to submit a properly executed Schedule 1 and Schedule 2 will result in no S/M/WBE consideration given.

In the event of a conflict between Schedules 1 and 2 when calculating S/M/WBE participation, the information provided on Schedule 2 shall have precedence.

In the event of mathematical error(s), the unit price, if available, shall prevail and the vendor's total offer shall be corrected accordingly. If the County's issuance of an alternate or change order on a project results in changes in the scope of work to be performed by a subcontractor/subconsultant listed at the time of bid submission, the Prime must submit a, completed and properly executed Schedule 2 that specifies the revised scope of work to be performed by the subcontractor/subconsultant, along with the price and /or percentage.

#### **Item 4 – S/M/WBE Certification**

Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established S/M/WBE goals. Upon receipt of a completed application, **IT TAKES UP TO NINETY (90) BUSINESS DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the online Vendor Directory at [www.pbcbgov.org/oebo](http://www.pbcbgov.org/oebo) to verify S/M/WBE certification status. Firms must continue to recertify during the life of the contract as the County may only count toward the established goal, work performed by an S/M/WBE during the time their certification dates are valid.

#### **Item 5 – Responsibilities After Contract Award**

##### **Schedule 3 – Subcontractor Activity Form**

The Prime Contractor shall submit a completed Activity Report form (Schedule 3) with each invoice, or payment application when any subcontractor/subconsultant has provided services

during the period in which the Prime is requesting payment. This form shall contain the names of all subcontractors/subconsultants, and specify the contracted dollar amount, approved change orders; revised contract amount; amount drawn this period; amount drawn to date; and payments to date issued to all subcontractors with their starting date.

#### **Schedule 4 – Payment Certification Form**

A fully executed Schedule 4 shall be submitted for each subcontractor/subconsultant after receipt of payment from the Prime Contractor/consultant. The Prime Contractor/consultant shall submit this form with each payment application or invoice submitted to the County when the County has paid the Prime Contractor/consultant on the previous payment application for services provided by a subcontractor/subconsultant. If any subcontractor/subconsultant intends to disburse funds associated with this payment to another subcontractor/subconsultant for labor provided on this contract, the amount and name of the subcontractor/subconsultant shall be listed on this form. All named subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime Contractor/consultant is a certified S/M/WBE, a Schedule 4 shall be submitted to reflect the amount of payment retained by the Prime Contractor/consultant for services performed by its own workforce.

All bidders hereby agree and assure that they will meet the S/M/WBE participation percentages submitted in their respective bids with the subcontractors/subconsultants contained on Schedules 1 and 2 and at the dollar values specified. Respondents or bidders agree to provide any additional information requested by the County to substantiate participation.

Upon letter notification by the County that the EBO payment portal/tracking system is available for use, the Bidder is required to input all subcontractor/subconsultant payment information directly into the EBO payment portal prior to submitting a payment application.

#### **Item 6 – S/M/WBE Substitutions**

After contract award, the Prime Contractor/consultant will only be permitted to substitute a certified S/M/WBE that is unwilling or unable to perform. The Prime Contractor/consultant will only be permitted to modify the scope of work or price of an S/M/WBE listed at bid opening or date/time for submission of the response to the solicitation as a result of the County's issuance of an amendment, alternate or change orders on a project. Substitutions shall be done with like certified S/M/WBEs in order to maintain the participation percentages submitted with the bid or proposal.

All requests for modifications or substitutions shall be submitted to the County and the Office of EBO on the EBO Request for S/M/WBE Substitution Modification Removal Form for review. Upon receiving an approval for substitution, the Prime Contractor/consultant shall submit a completed and signed Schedule 2 for the new S/M/WBE; the new S/M/WBE shall specify the type of work to be performed, and the dollar amount and/or percentage shall also be specified upon receiving approval for modification or substitution.

The Prime Contractor/consultant shall submit a new properly executed Schedule 2 that specifies the revised scope of work to be performed by the S/M/WBE, along with the revised dollar amount and/or percentage. A detailed quote or proposal may be attached with a properly executed Schedule 2.

#### **Item 7 – EBO Program Compliance - Penalties**

Under the EBO Ordinance, the OEBO is required to implement and monitor S/M/WBE utilization during the term of any contract resulting from this solicitation. It is the County's policy that S/M/WBEs shall have the maximum feasible opportunity to participate in the performance of County contracts. All Bidders are required to comply with the EBO Ordinance and shall be expected to comply with the API(s) applicable to this solicitation, as well as the S/M/WBE utilization proposed by a Bidder in its Bid, which utilization plan forms a part of any resulting Contract.

The Director of the OEBO or designee may require such reports, information, and documentation from the Bidder/Vendor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Vendor shall correct all non-compliance issues within fifteen (15) calendar days of a written notice of non-compliance by the department procuring the goods or services or the OEBO. If the Bidder does not resolve the non-compliance within fifteen (15) days of receipt of written notice of non-compliance, then upon recommendation of sanctions by the Director of EBO or designee in consultation with the County regarding the failure of a contractor, vendor, respondent or bidder or other business representative to comply with any portion of the EBO Ordinance, the Director of the EBO or designee (for purposes of imposing penalties, the Purchasing Director shall serve as the EBO designee) may impose any or all of the following penalties on the non-complying party any or all of the following penalties:

- a. Suspension of contract;
  - b. Withholding of funds;
  - c. Termination of contract based upon a material breach of contract pertaining to EBO Program compliance;
  - d. Suspension or Debarment of a respondent or bidder, contractor or other business entity from eligibility for providing goods or services to the County for a period not to exceed three (3) years; and
  - e. Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.
- d. **LOCAL PREFERENCE ORDINANCE:** In accordance with the Palm Beach County Local Preference Ordinance, a preference may be given to (1) bidders having a permanent place of business in Palm Beach County or (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.
1. **Glades Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.
  2. **Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local business; all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.
  3. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation / Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased.
  4. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation / Invitation for Bid. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County Business Tax

Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder / proposer to not receive a local preference.

- e. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.
- f. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.
- g. **PRICING:**
1. Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
  2. The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
  3. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
  4. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid submission to allow for evaluation and award.
  5. Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term.
  6. In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED BY THE BIDDER PRIOR TO BID SUBMISSION; HOWEVER, IF THE CORRECTION IS NOT PROPERLY INITIALED, BUT THE INTENT OR LEGIBILITY OF THE CORRECTION IS CLEAR, THE BID SHALL NOT BE REJECTED.**
  7. Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.
- h. **SUBMITTING NO BID or NO CHARGE:** Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid". If some items are to be offered at no charge, bidders should mark those items as "no charge". Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly.
- i. **ACCEPTANCE / REJECTION OF BIDS:** Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that

the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

- j. **NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.
- k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.
- l. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, Palm Beach County shall be given "first priority" for all goods and services under the contract. Bidder agrees to provide all goods and services to Palm Beach County immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County. Failure to provide the goods or services to the County on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of contract and subject the bidder to sanctions from doing further business with the County.
- m. **SALES PROMOTIONS / PRICE REDUCTIONS / MOST FAVORED CUSTOMER:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County. Additionally, any time after award, the successful bidder may offer a reduced price which shall remain in effect for the duration of the contract. The successful bidder warrants that the price(s) shall not exceed the successful bidder's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the successful bidder offers more favorable pricing to one of its customer(s), the successful bidder shall extend to the County the same pricing or the then current market price, whichever is lower.
- n. **BIDDER'S COMMERCIAL NON-DISCRIMINATION CERTIFICATION:** In accordance with Palm Beach County Code Section 2-80.24, the undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the



basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the bid submitted by the bidder for this Solicitation, and to terminate any contract awarded based on the response.

At the time of bid submission, the bidder shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the bidder discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

**Bidder shall indicate its agreement to the foregoing by signing the Bid Response Page.**

Bidder's failure to meet these requirements shall render its bid response non-responsive.

#### 4. BID SUBMISSION TIME / AWARD OF BID

- a. **OBSERVING THE PUBLISHED BID SUBMISSION TIME:** The published bid submission time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid submission time. Any bid delivered after the precise published time of bid submission shall not be considered. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid submission time.
- b. **POSTING OF AWARD RECOMMENDATION:** Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at [www.pbcgov.org/purchasing](http://www.pbcgov.org/purchasing) prior to final approval, and shall remain posted for a period of five (5) business days. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.
- c. **PROTEST PROCEDURE:** Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to (561) 242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file a protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

#### 5. CONTRACT ADMINISTRATION

- a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items. Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply

with specifications. The Board may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

- b. **FEDERAL AND STATE TAX:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials. Any sales tax paid by successful bidders to their suppliers for materials to fulfill contractual obligations with the County are not reimbursable by the County to the successful bidder.
- c. **PAYMENT:** In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the successful bidder's bid; must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>.

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

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

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

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

- d. **CHANGES:** The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board.
- e. **DEFAULT:** The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates the contract in whole or in part because of default of the successful bidder, the County may procure goods and / or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience".

- f. **TERMINATION FOR CONVENIENCE:** The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and / or subcontracts related to the terminated work.

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

**6. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

**AUDIT REQUIREMENTS:** Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

8. **E-VERIFY – EMPLOYMENT ELIGIBILITY:** Bidder warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of bidder's subconsultants performing the duties and obligations of this contract are registered with the EVerify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Bidder shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Bidder shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this contract which requires a longer retention period.

County shall terminate this contract if it has a good faith belief that bidder has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that bidder's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify bidder to terminate

its contract with the subconsultant and bidder shall immediately terminate its contract with the subconsultant. If County terminates this contract pursuant to the above, bidder shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this contract was terminated. In the event of such contract termination, bidder shall also be liable for any additional costs incurred by County as a result of the termination.

**THIS IS THE END OF "GENERAL CONDITIONS"**

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## SPECIAL CONDITIONS

### 9. GENERAL / SPECIAL CONDITION PRECEDENCE

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

### 10. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two (2) working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

- a. List a minimum of three (3) references in which similar goods and/or services have been provided within the past three (3) years including scope of work, contact names, addresses, e-mail addresses, telephone numbers and dates of service on the attached reference sheet included herein. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.

### 11. CRIMINAL HISTORY RECORDS CHECK

This solicitation includes sites and/or buildings, which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), and Resolution R-2003-1274, as amended. County staff representing the User County Department will contact the recommended awardee(s) and provide specific instructions for meeting the requirements of this Ordinance. This provision applies to and must be adhered to by all vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering critical facilities or criminal justice information facilities.

Individuals passing the background check will be issued a badge. Contractor shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract work and return them to the County. If the contractor or its subcontractor terminates an employee who has been issued a badge, the Contractor must notify the County within two (2) hours. At the time of termination, the contractor shall retrieve the badge and return it to the County in a timely manner. The County reserves the right to suspend any Contractor that; 1) does not comply with the requirements of County Code Section 2-371 through 2-377 as amended; 2) does not contact the County regarding a terminated contractor employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

### 12. AWARD (ALL-OR-NONE)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an all-or-none, total offer basis, subject to the S/M/WBE provisions and Local Preference provisions specified herein, as applicable.

### 13. METHOD OF ORDERING (TERM CONTRACT)

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

**14. F.O.B. POINT**

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

**15. DELIVERY**

Delivery shall be required within five (5) calendar days after receipt of term contract delivery order (DO) unless a modified delivery date has been requested by the successful bidder and approved in writing by the Purchasing Director or his/her designee. Failure of the successful bidder to perform to the delivery requirement is sufficient cause for default and termination of the contract.

**16. SAMPLES (UPON REQUEST)**

Bidders shall provide, without cost to the County, samples of requested items. Samples may be used in addition to documentation provided by a bidder to show compliance to technical specifications. Upon request, the County will return undestroyed samples to the unsuccessful bidders, at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and IFB item reference. Requests for return of samples must be received with the sample and shall include return instructions with shipping authorization and name of carrier. If these instructions are not received, the commodities shall be disposed of by Palm Beach County at its discretion.

**17. AS SPECIFIED**

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

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

**18. QUANTITY**

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

**19. RENEWAL OPTION**

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

**20. ADDITION/ DELETION OF DELIVERY LOCATIONS**

Palm Beach County reserves the right to add or delete delivery locations (including locations within the Glades) during the term of the contract at its sole discretion at no additional cost to the County.

**21. INFORMATION AND DESCRIPTIVE LITERATURE (MUST BE SUBMITTED WITH RESPONSE)**

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

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

## **22. INSURANCE REQUIRED**

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, unless otherwise directed by the County. Subsequently, the successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to Palm Beach County Purchasing Department, prior to the expiration date of each and every insurance required herein.

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

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

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

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

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

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners  
c/o Purchasing Department  
50 South Military Trail, Suite 110  
West Palm Beach, FL 33415

It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract.

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

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

**SPECIFICATIONS**  
**IFB #21-044/MB**

**SULFURIC ACID 93% SOLUTION, BULK DELIVERY, PURCHASE OF, TERM CONTRACT**

**PURPOSE AND INTENT**

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed pricing and establish a term contract for the purchase and delivery of Sulfuric Acid 93% solution in bulk deliveries to Palm Beach County.

**COUNTY'S RESPONSIBILITIES**

The County shall:

- (1) Order on an as needed basis.
- (2) Provide access to location(s) where the products will be delivered.

**SUCCESSFUL BIDDER'S RESPONSIBILITIES**

The successful bidder shall:

- (1) Adhere to all terms, conditions, specifications and requirements of this solicitation.
- (2) Bear warning labels on all shipments, as specified by USDOT regulations.
- (3) Follow proper handling and delivery procedures that comply with the Department of Environmental Resources Management (ERM) requirements.
- (4) Be equipped with a 2" Cam-Lock Quick Connect Hose (minimum 30' long) for product dispensing (unload).
- (5) Deliver product in thoroughly cleaned tank trucks.
- (6) Deliver product in bulk as follows: Tanker load is 4,000 gallons.

**TECHNICAL REQUIREMENTS**

- |                          |                                |
|--------------------------|--------------------------------|
| (1) Trade name:          | Sulfuric Acid, concentrated    |
| (2) Chemical formula:    | H <sub>2</sub> SO <sub>4</sub> |
| (3) Composition:         | 95% by weight, maximum         |
| (4) Specific gravity:    | @ 20C - 1.8                    |
| (5) Molecular weight:    | 98                             |
| (6) Appearance:          | Clear, colorless, oily, liquid |
| (7) Solubility in water: | Complete                       |
| (8) Boiling temperature: | 535-586F                       |

**INFORMATION AND DESCRIPTIVE LITERATURE (MUST BE SUBMITTED WITH RESPONSE)**

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

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

**CURRENT DELIVERY LOCATIONS ARE LOCATED WITHIN A WELLFIELD ZONE**

- (1) Water Treatment Plant - System #3  
13026 Jog Road  
Delray Beach, FL 33484  
Dennis Ford (561) 638-5080
  
- (2) Water Treatment Plant – System #9  
22438 S.W. 7<sup>th</sup> Street  
Boca Raton, FL 33433  
Tom Blumberg (561) 381-5351
  
- (3) Water Treatment Plant – System #11 – Lake Region  
39700 Hooker Highway  
Belle Glade, FL 33430  
Mike Turberville (561) 493-6175

**COUNTY ACCEPTANCE**

Delivered items shall not be considered "accepted" until an authorized agent for the County has, by inspection or test of such items, determined that they appear to fully comply with specifications. All packages, boxes, cartons/cases and items contained therein, shall be free of contaminants and damage of any kind. The Board of County Commissioners may return, at the expense of the successful bidder and for full refund, any items received which fail to meet the County's specifications or performance standards.

**PAYMENT**

Payment will be based on the unit price offered on the response page. Payment shall be rendered ONLY upon the County's satisfaction and acceptance of products delivered. Price shall include, but is not limited to, all supervision, labor, equipment, materials, tools, machinery, transportation and other facilities and services necessary to fully and completely provide the item(s) as specified above. No additional compensation shall be offered or paid.

**BID RESPONSE  
IFB #21-044/MB**

**SULFURIC ACID 93% SOLUTION, BULK DELIVERY, PURCHASE OF, TERM CONTRACT**

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTHS QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
1.	<b>SULFURIC ACID 93% SOLUTION, BULK DELIVERY, AS SPECIFIED HEREIN</b>  MFR/BRAND OFFERED: <hr/> (MUST BE FILLED IN) MFR/BRAND PART/MODEL # OFFERED: <hr/> (MUST BE FILLED IN)  (PRODUCT NAME AND NUMBER OFFERED MUST MATCH THE DESCRIPTIVE LITERATURE PROVIDED BY VENDOR)	1,200,000	GAL	\$ _____	\$ _____

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

Acknowledge Qualification of Bidders information is included, per Term # <u>10</u> ?	YES/INITIAL _____
Acknowledge Criminal History Records Check requirement, per Term # <u>11</u> ?	YES/INITIAL _____
Acknowledge Information and Descriptive Literature is attached and that the manufacturer/brand and part /model number offered matches the descriptive literature provided by vendor, per Term # <u>21</u> ?	YES/INITIAL _____
Acknowledge Insurance requirements, per Term # <u>22</u> ?	YES/INITIAL _____

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

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

Per General Term and Condition #7., if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of the County, provide a copy of the Joint Venture Agreement signed by all parties.

**Commercial Non-Discrimination Certification:**

By signing below, bidder hereby certifies, per General Term and Condition #3n. that: (i) the information set forth therein is true and correct to the best of the bidder's knowledge; and (ii) there are no legal/administrative proceedings required to be disclosed, except as disclosed in bidder's response.

<b>FIRM NAME:</b> (Enter the entire legal name of the bidding entity)		<b>DATE:</b>	
<b>* SIGNATURE:</b> _____		<b>PRINT NAME:</b>	
		<b>PRINT TITLE:</b>	
<b>ADDRESS:</b> _____			
<b>CITY / STATE:</b> _____		<b>ZIP CODE:</b> _____	
<b>TELEPHONE #</b>	<b>EMERGENCY #</b>	<b>TOLL FREE #</b>	
<b>FAX #</b>	<b>E-MAIL:</b>		
<b>APPLICABLE LICENSE(S) NUMBER #</b>		<b>TYPE:</b>	
<b>FEDERAL ID #</b>			



**QUALIFICATIONS OF BIDDERS  
REFERENCES FOR IFB #21-044/MB**

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		This contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	Phone:	Cell:
	Fax:	E-Mail:
SCOPE OF WORK:		
CONTRACT DATES:		

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		This contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	Phone:	Cell:
	Fax:	E-Mail:
SCOPE OF WORK:		
CONTRACT DATES:		

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		This contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	Phone:	Cell:
	Fax:	E-Mail:
SCOPE OF WORK:		
CONTRACT DATES:		

FIRM NAME: \_\_\_\_\_

**CERTIFICATION OF BUSINESS LOCATION  
IFB #21-044/MB**

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

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

I. Bidder is a:

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

(Please indicate):

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

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

(Please indicate):

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

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

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

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

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

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

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

**DRUG-FREE WORKPLACE CERTIFICATION**  
**IFB #21-044/MB**

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

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

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

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

THIS CERTIFICATION is submitted by \_\_\_\_\_ the  
 (Individual's Name)

\_\_\_\_\_ of \_\_\_\_\_  
 (Title/Position with Company/Vendor) (Name of Company/Vendor)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**OEBO SCHEDULE 1**

**LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION**

SOLICITATION/PROJECT/BID NAME: \_\_\_\_\_  
 NAME OF PRIME RESPONDENT/BIDDER: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_  
 SOLICITATION OPENING/SUBMITTAL DATE: \_\_\_\_\_

SOLICITATION/PROJECT/BID No.: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE NO.: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
 DEPARTMENT: \_\_\_\_\_

**PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT.  
 PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.**

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

**Total** \_\_\_\_\_

Total Bid Price \$ \_\_\_\_\_

**Total SBE - M/WBE Participation** \_\_\_\_\_

I hereby certify that the above information is accurate to the best of my knowledge: \_\_\_\_\_  
 Signature Title

- Note:**
1. The amount listed on this form for a Subcontractor/Subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
  3. Modification of this form is not permitted and will be rejected upon submittal.

**OEBO LETTER OF INTENT – SCHEDULE 2**

**A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/Subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.**

SOLICITATION/PROJECT NUMBER: \_\_\_\_\_

SOLICITATION/PROJECT NAME: \_\_\_\_\_

Name of Prime: \_\_\_\_\_

**(Check box(es) that apply)**

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): \_\_\_\_\_

The undersigned affirms they are the following (select one from each column **if applicable**):

**Column 1**

**Column 2**

**Column 3**

Male  Female

African-American/Black  Asian American  Caucasian American

Supplier

Hispanic American  Native American

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \_\_\_\_\_

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

\_\_\_\_\_  
Print Name of Prime

\_\_\_\_\_  
Print Name of Subcontractor/subconsultant

By: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Signature

Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**OEBO SCHEDULE 3  
SUBCONTRACTOR ACTIVITY FORM**

SUBCONTRACTOR ACTIVITY FOR MONTH ENDING \_\_\_\_\_ PROJECT # \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

PRIME CONTRACTOR NAME \_\_\_\_\_

PROJECT SUPERVISOR \_\_\_\_\_

Schedule 3 is used to show the monthly payment activity for work performed by each Subcontractor on the project and in conformity with the Subcontractor(s) submitted on Schedule 2. It also shows approved change orders as they impact all Subcontractors. Schedule 3 is to be submitted by the Prime Contractor with each payment request to Palm Beach County. In the Subcontracting Information section, list the name(s) of each Subcontractor, including each S/M/WBE subcontractor on the project and the total contracted amount for each Subcontractor on the project. As the project proceeds, please complete each column under the Subcontractor Information section. If a subcontractor is an S/M/WBE, please check the appropriate categories applicable.

SUBCONTRACTING INFORMATION								Subcontractor Category (check all applicable)						
Name of Subcontractor(s)	Total Contract Amount	Approved Change Orders	Revised Contract Amount	Amount drawn for Sub this Period	Amount drawn for Sub to Date	Amount Paid to Date for Subcontractor	Actual Starting Date	Minority/ Women Business (√)	Small Business (√)	Black (√)	Hispanic (√)	Women (√)	Caucasian (√)	Other (Please Specify) (√)

I hereby certify that the above information is accurate to the best of my knowledge \_\_\_\_\_  
(Signature) (Title)

Additional Sheets May Be Used As Necessary

**NOTE:** Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

**OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION**

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. All named Subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime is an S/M/WBE, completion of a Schedule 4 is also required to document all portions of work performed by their work force. **A completed release of lien form can be submitted in lieu of a Schedule 4.**

This is to certify that \_\_\_\_\_ received a  
(Subcontractor/subconsultant Name)

(Monthly) or (Final) payment of \$ \_\_\_\_\_ from \_\_\_\_\_  
(Prime Contractor Name)

On \_\_\_\_ / \_\_\_\_ / \_\_\_\_ for my \_\_\_\_ Invoice for labor and/or materials supplied  
MM DD YYYY Month

On \_\_\_\_\_ / \_\_\_\_\_  
(Project Name) (Project No.)

DEPT.: \_\_\_\_\_ TASK ORDER/WORK ORDER/DELIVERY ORDER/PURCHASE ORDER/ NO.: \_\_\_\_\_

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: \_\_\_\_\_

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: \_\_\_\_\_

**If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.**  
\_\_\_\_\_  
Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant Price or Percentage: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Subcontractor/subconsultant) (Name & Title of Person executing on behalf of Subcontractor/subconsultant)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), by \_\_\_\_\_ (name of person acknowledging).

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_ Type of Identification \_\_\_\_\_

**AWARD RECOMMENDATION  
IFB RE-CAP SHEET**

IFB #21-044/MB	TITLE: SULFURIC ACID 93% SOLUTION, BULK DELIVERY, PURCHASE OF, TERM CONTRACT
BUYER: Marva Brown <i>MB</i>	

<u>ACTION</u>	<u>INITIALS</u>	<u>DATE</u>	<u>ACTION</u>	<u>INITIALS</u>	<u>DATE</u>
IFB OPENED	SM/MAV	05-27-2021	AWARD POSTED ON WEBSITE	SM	6/15/2021
POSTING APPROVED	<i>[Signature]</i>	6/15/2021	AWARD REMOVED FROM WEBSITE	SM	6/23/2021
COPY TO BUYER ASSISTANT FOR POSTING ON INTERNET	SM	6/15/2021	COPY TO OEBO AND DEPARTMENT	SM	6/23/2021

<u>KEY(S) FOR RECOMMENDATION:</u>		<u>PREFERENCE CODES:</u>	
(1)	RECOMMENDED AWARD - LOWEST RESPONSIVE AND RESPONSIBLE BIDDER MEETING SPECIFICATIONS	GLP	GLADES LOCAL PREFERENCE (5%)
(2)	NO AWARD - RESPONSIVE AND RESPONSIBLE, BUT NOT LOWEST BIDDER MEETING SPECIFICATIONS	LP	LOCAL PREFERENCE (5%)
(3)	NO AWARD - NOT RESPONSIVE AND/OR RESPONSIBLE TO IFB	SBE	SBE RANKING (10%)
(4)	NOT TECHNICALLY EVALUATED/IN EXCESS OF DEPARTMENT'S FUNDING LIMITS	NO LP	MARTIN CO. - NO LP APPLIED

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE, NOTE GLP, LP, OR SBE	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE, NOTE GLP, LP, OR SBE	AWARD RECOMMENDATION KEY ONLY (SEE ABOVE)
Sulphuric Acid Trading Company, Inc.	\$2,292,000		Sulphuric Acid Trading Company, Inc.	\$2,292,000		( 1 )
Shrieve Chemical Company, LLC.	\$2,364,000		Shrieve Chemical Company, LLC.	\$2,364,000		( 3 )

NOTE: FOR CALCULATING GLP, LP AND SBE PREFERENCES, SEE WEBSITE FOR DETAILS.

**REMARKS:**  
**Shrieve Chemical Company, LLC. (3) Non-responsive to General Conditions, 3.f, Conditioned Offers.**  
 Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

*Posting Period: 6/15/2021 - 6/22/2021*

PUR '21 JUN 15 PM 1:07

PUR '21 JUN 23 AM 8:06





Form L

Purchasing Department  
50 South Military Trail, Suite 110  
West Palm Beach, FL 33415-3199  
(561) 616-6800  
FAX: (561) 242-6744  
www.pbcgov.com/purchasing

July 13, 2021

Sulphuric Acid Trading Company, Inc.  
Brent Shonka, General Manager  
3710 Corporex Park Drive, Suite 205  
Tampa, FL 33619

**TERM CONTRACT # 21044**

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for SULFURIC ACID 93% SOLUTION, BULK DELIVERY, PURCHASE OF, based on:

SOLICITATION # 21-044/MB

The term of this contract is 07/15/2021 through 07/14/2022 and has an estimated dollar value of \$ 2,300,000.

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

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

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

Sincerely,

  
Kathjaen M. Scarlett  
Director

c: Vernetha Green, Water Utilities Department  
File

Palm Beach County  
Board of County  
Commissioners

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Maria Sachs

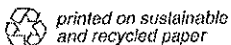
Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity  
Affirmative Action Employer"



**BID RESPONSE  
IFB #21-044/MB**

**SULFURIC ACID 93% SOLUTION, BULK DELIVERY, PURCHASE OF, TERM CONTRACT**

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTHS QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
1.	<b>SULFURIC ACID 93% SOLUTION, BULK DELIVERY, AS SPECIFIED HEREIN</b>  MFR/BRAND OFFERED: <b>NSF Certified / 93% Sulfuric Acid</b> (MUST BE FILLED IN)  MFR/BRAND PART/MODEL # OFFERED: <b>UN1830</b> (MUST BE FILLED IN)  (PRODUCT NAME AND NUMBER OFFERED MUST MATCH THE DESCRIPTIVE LITERATURE PROVIDED BY VENDOR)	1,200,000	GAL	\$ 1.91	\$ 2,292,000.00

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

Acknowledge Qualification of Bidders information is included, per Term # 10 ?  
 Acknowledge Criminal History Records Check requirement, per Term # 11 ?  
 Acknowledge Information and Descriptive Literature is attached and that the manufacturer/brand and part /model number offered matches the descriptive literature provided by vendor, per Term # 21 ?  
 Acknowledge Insurance requirements, per Term # 22 ?

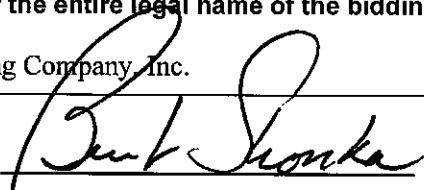
YES/INITIAL BS  
 YES/INITIAL BS  
 YES/INITIAL BS  
 YES/INITIAL BS

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

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

Per General Term and Condition #7., if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of the County, provide a copy of the Joint Venture Agreement signed by all parties.

**Commercial Non-Discrimination Certification:**  
 By signing below, bidder hereby certifies, per General Term and Condition #3n. that: (i) the information set forth therein is true and correct to the best of the bidder's knowledge; and (ii) there are no legal/administrative proceedings required to be disclosed, except as disclosed in bidder's response.

<b>FIRM NAME:</b> (Enter the entire legal name of the bidding entity) Sulphuric Acid Trading Company, Inc.		<b>DATE:</b> May 24, 2021
<b>* SIGNATURE:</b> 		<b>PRINT NAME:</b> Brent Shonka <b>PRINT TITLE:</b> General Manager
<b>ADDRESS:</b> 3710 Corporex Park Drive, Suite 205		
<b>CITY / STATE:</b> Tampa, Florida		<b>ZIP CODE:</b> 33619
<b>TELEPHONE #</b> (813)225-2000	<b>EMERGENCY #</b> (813)225-2000	<b>TOLL FREE #</b> (800)633-1358
<b>FAX #</b> (813) 225-1001	<b>E-MAIL:</b> satco@satcoinc.net	
<b>APPLICABLE LICENSE(S) NUMBER #</b> 13735		<b>TYPE:</b> Hillsborough County Business License
<b>FEDERAL ID #</b> 59-3424337		



# AMENDMENT #1

Dated: May 24, 2021

PALM BEACH COUNTY PURCHASING DEPARTMENT  
50 SOUTH MILITARY TRAIL, SUITE 110  
WEST PALM BEACH, FLORIDA 33415-3199

IFB #: 21-044/MB

TITLE: SULFURIC ACID 93% SOLUTION, BULK DELIVERY, PURCHASE OF, TERM CONTRACT

SUBMISSION DATE: MAY 27, 2021

REFERENCE SPECIAL CONDITIONS, PAGE 11, TERM #19, RENEWAL OPTION, change to read:

19. RENEWAL OPTION

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

NOTE: This amendment shall be signed and returned with your response. Failure to return with response shall result in rejection of your bid.

Sulphuric Acid Trading Company, Inc.

COMPANY NAME

*Marva Brown*

MARVA BROWN  
SENIOR BUYER

*Paul Stonk* May 24, 2021

SIGNATURE / DATE

*Kristen A. Monnett*

KRISTEN A. MONNETT  
PURCHASING MANAGER

**QUALIFICATIONS OF BIDDERS  
REFERENCES FOR IFB #21-044/MB**

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

<b>REFERENCE NAME:</b>	Collier County	
<b>ADDRESS:</b>	8005 Vanderbilt Beach Road, Naples FL 34120	
<b>CONTACT NAME:</b>	Howard Brogeon	<b>This contact must be informed that they are listed as a reference, and the County may be calling them.</b>
<b>CONTACT INFORMATION:</b>	<b>Phone:</b> 239-252-5252	<b>Cell:</b>
	<b>Fax:</b>	<b>E-Mail:</b> HowardBrogeon@colliergov.net
<b>SCOPE OF WORK:</b>	Water treatment plant that utilizes 93% sulfuric acid.	
<b>CONTRACT DATES:</b>	Have been a customer of SATCO for 23+ years	

<b>REFERENCE NAME:</b>	Tampa Bay Water C/O Veolia Surface WTP	
<b>ADDRESS:</b>	2301 Regional Water Lane, Tampa FL 33619	
<b>CONTACT NAME:</b>	Ken Beyea	<b>This contact must be informed that they are listed as a reference, and the County may be calling them.</b>
<b>CONTACT INFORMATION:</b>	<b>Phone:</b> (813) 477-6696	<b>Cell:</b>
	<b>Fax:</b>	<b>E-Mail:</b> Kenneth.Beyea@veolia.com
<b>SCOPE OF WORK:</b>	Water treatment plant that utilizes 93% sulfuric acid	
<b>CONTRACT DATES:</b>	Have been a customer of SATCO for 18+ years	

<b>REFERENCE NAME:</b>	Seacoast Utility Authority	
<b>ADDRESS:</b>	4170 Hood Road, Palm Beach Gardens FL 33410	
<b>CONTACT NAME:</b>	Bob Takahashi	<b>This contact must be informed that they are listed as a reference, and the County may be calling them.</b>
<b>CONTACT INFORMATION:</b>	<b>Phone:</b> (561) 223-5455	<b>Cell:</b>
	<b>Fax:</b>	<b>E-Mail:</b> BTakahashi@sua.com
<b>SCOPE OF WORK:</b>	Water treatment plant that utilizes 93% sulfuric acid	
<b>CONTRACT DATES:</b>	Have been a customer of SATCO for 9+ years	

**FIRM NAME:** Sulphuric Acid Trading Company, Inc.

**CERTIFICATION OF BUSINESS LOCATION  
IFB #21-044/MB**

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

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

I. Bidder is a:

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

(Please indicate):

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

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

(Please indicate):

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

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

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

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

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

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

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

**DRUG-FREE WORKPLACE CERTIFICATION**  
**IFB #21-044/MB**

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

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

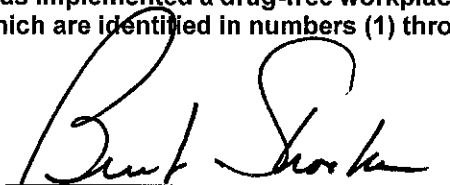
Whenever two (2) or more bids/quotes which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/quote received from a business that certifies that it has implemented a drug-free workplace program shall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

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

THIS CERTIFICATION is submitted by Brent Shonka the  
(Individual's Name)

General Manager of Sulphuric Acid Trading Company, Inc.  
(Title/Position with Company/Vendor) (Name of Company/Vendor)

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

  
Signature

May 24, 2021  
Date

**OEBO SCHEDULE 1**

**LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION**

SOLICITATION/PROJECT/BID NAME: \_\_\_\_\_  
 NAME OF PRIME RESPONDENT/BIDDER: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_  
 SOLICITATION OPENING/SUBMITTAL DATE: \_\_\_\_\_

SOLICITATION/PROJECT/BID No.: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE NO.: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
 DEPARTMENT: \_\_\_\_\_

**PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT.  
 PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.**

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total \_\_\_\_\_

Total Bid Price \$ \_\_\_\_\_

Total SBE - M/WBE Participation \_\_\_\_\_

I hereby certify that the above information is accurate to the best of my knowledge: \_\_\_\_\_

Signature

Title

- Note:
1. The amount listed on this form for a Subcontractor/Subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
  3. Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/Subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: \_\_\_\_\_

SOLICITATION/PROJECT NAME: \_\_\_\_\_

Name of Prime: \_\_\_\_\_

(Check box(es) that apply)

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): \_\_\_\_\_

The undersigned affirms they are the following (select one from each column if applicable):

Column 1

Column 2

Column 3

Male  Female  African-American/Black  Asian American  Caucasian American  Supplier  
 Hispanic American  Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Table with 6 columns: Line Item, Item Description, Unit Price, Quantity/Units, Contingencies/Allowances, Total Price/Percentage. The table is currently empty.

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \_\_\_\_\_

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2. Name of 2nd/3rd tier Subcontractor/subconsultant Price or Percentage: \_\_\_\_\_

Print Name of Prime

Print Name of Subcontractor/subconsultant

By: \_\_\_\_\_ Authorized Signature

By: \_\_\_\_\_ Authorized Signature

Print Name

Print Name

Title

Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**OEBO SCHEDULE 3  
SUBCONTRACTOR ACTIVITY FORM**

SUBCONTRACTOR ACTIVITY FOR MONTH ENDING \_\_\_\_\_ PROJECT # \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

PRIME CONTRACTOR NAME \_\_\_\_\_

PROJECT SUPERVISOR \_\_\_\_\_

Schedule 3 is used to show the monthly payment activity for work performed by each Subcontractor on the project and in conformity with the Subcontractor(s) submitted on Schedule 2. It also shows approved change orders as they impact all Subcontractors. Schedule 3 is to be submitted by the Prime Contractor with each payment request to Palm Beach County. In the Subcontracting Information section, list the name(s) of each Subcontractor, including each S/M/WBE subcontractor on the project and the total contracted amount for each Subcontractor on the project. As the project proceeds, please complete each column under the Subcontractor Information section. If a subcontractor is an S/M/WBE, please check the appropriate categories applicable.

SUBCONTRACTING INFORMATION								Subcontractor Category (check all applicable)						
Name of Subcontractor(s)	Total Contract Amount	Approved Change Orders	Revised Contract Amount	Amount drawn for Sub this Period	Amount drawn for Sub to Date	Amount Paid to Date for Subcontractor	Actual Starting Date	Minority/ Women Business (√)	Small Business (√)	Black (√)	Hispanic (√)	Women (√)	Caucasian (√)	Other (Please Specify) (√)

I hereby certify that the above information is accurate to the best of my knowledge \_\_\_\_\_  
(Signature) (Title)

Additional Sheets May Be Used As Necessary

**NOTE:** Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

**OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION**

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. All named Subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime is an S/M/WBE, completion of a Schedule 4 is also required to document all portions of work performed by their work force. **A completed release of lien form can be submitted in lieu of a Schedule 4.**

This is to certify that \_\_\_\_\_ received a  
(Subcontractor/subconsultant Name)

(Monthly) or (Final) payment of \$ \_\_\_\_\_ from \_\_\_\_\_  
(Prime Contractor Name)

On \_\_\_\_ / \_\_\_\_ / \_\_\_\_ for my \_\_\_\_ Invoice for labor and/or materials supplied  
MM DD YYYY Month

On \_\_\_\_\_ / \_\_\_\_\_  
(Project Name) (Project No.)

DEPT.: \_\_\_\_\_ TASK ORDER/WORK ORDER/DELIVERY ORDER/PURCHASE ORDER/ NO.: \_\_\_\_\_

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: \_\_\_\_\_

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: \_\_\_\_\_

**If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.**

\_\_\_\_\_  
Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant Price or Percentage: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Subcontractor/subconsultant) (Name & Title of Person executing on behalf of Subcontractor/subconsultant)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), by \_\_\_\_\_ (name of person acknowledging).

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_ Type of Identification \_\_\_\_\_

**ACTION OF THE DIRECTORS  
OF SULPHURIC ACID TRADING COMPANY, INC.  
BY UNANIMOUS WRITTEN CONSENT  
IN LIEU OF ANNUAL MEETING**

The undersigned, constituting all the directors of Sulphuric Acid Trading Company, Inc., a Florida corporation (the "Company"), do hereby unanimously agree, declare, and consent in writing, without a meeting and in lieu of the annual meeting thereof, pursuant to and in accordance with Sections 607.0820 and 607.0821 of the Florida Business Corporation Act, to the adoption of, and do hereby adopt, as of the 1<sup>st</sup> day of December, 2020, the following resolutions and the actions specified therein:

**DELEGATION OF AUTHORITY TO GENERAL MANAGER**

RESOLVED, that, effective 12/11, 2020, Brent Shonka, General Manager, is hereby authorized and directed to make any and all contracts, agreements, and orders which he may deem necessary, appropriate, or advisable from time to time in the ordinary course of conducting the business of the Company in his capacity as General Manager, subject to any existing limitations or restrictions requiring approval of another officer of the Company or the Board of Directors.

These Resolutions will be effective on the latest date executed by all the directors of the Company set forth below:

EXECUTED: \_\_\_\_\_

辻井 卓也

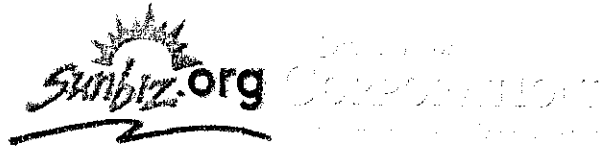
Takuya Tsujigaki, Director 12/23/2020

EXECUTED: \_\_\_\_\_

田中 隆志

Takashi Tanaka, Director

Dec. 22, 2020



Department of State / Division of Corporations / Search Records / Search by Entity Name /

## Detail by Entity Name

Florida Profit Corporation  
SULPHURIC ACID TRADING COMPANY, INC.

### Filing Information

Document Number	P97000008780
FEI/EIN Number	59-3424337
Date Filed	01/29/1997
Effective Date	01/22/1997
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	12/14/2010
Event Effective Date	NONE

### Principal Address

3710 CORPOREX PARK DR STE 205  
TAMPA, FL 33619

Changed: 12/14/2010

### Mailing Address

3710 CORPOREX PARK DR STE 205  
TAMPA, FL 33619

Changed: 12/14/2010

### Registered Agent Name & Address

CF REGISTERED AGENT, INC  
100 S. ASHLEY DRIVE  
SUITE 400  
TAMPA, FL 33602

Name Changed: 03/30/2016

Address Changed: 03/30/2016

### Officer/Director Detail

#### Name & Address

Title President, Secretary

SHONKA, BRENT

3710 CORPOREX PARK DRIVE  
 SUITE 205  
 TAMPA, FL 33619

Title Director

TANAKA, TAKASHI  
 3710 CORPOREX PARK DRIVE  
 SUITE 205  
 TAMPA, FL 33619

Title Director

Tsujigaki, Takuya  
 3710 CORPOREX PARK DR STE 205  
 TAMPA, FL 33619

Title Treasurer

Clark, Christopher  
 3710 CORPOREX PARK DR STE 205  
 TAMPA, FL 33619

**Annual Reports**

Report Year	Filed Date
2019	01/28/2019
2020	03/13/2020
2021	02/05/2021

**Document Images**

<a href="#">02/05/2021 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/13/2020 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/28/2019 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/12/2018 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">07/19/2017 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">08/12/2017 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/05/2017 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">06/06/2016 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/30/2016 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/14/2015 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/21/2014 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">11/09/2013 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">09/05/2013 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">08/01/2013 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/11/2013 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/09/2013 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/30/2012 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/28/2011 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">12/14/2010 -- Amendment</a>	View image in PDF format
<a href="#">03/01/2010 -- ANNUAL REPORT</a>	View image in PDF format

## Detail by Entity Name

<a href="#">12/04/2009 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">04/27/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/11/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/14/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/31/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/25/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/31/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/17/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/25/2002 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">04/02/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/26/2001 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/03/2000 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">02/04/2000 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/24/1999 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/28/1998 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/29/1997 -- Domestic Profit Articles</a>	<a href="#">View image in PDF format</a>

2020 - 2021 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT  
OCC. CODE  
380.003001 WHOLESALE MERCHANT/RETAIL SALES

EXPIRES SEPTEMBER 30, 2021

ACCOUNT NO.
13735
RENEWAL

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	0.00

BUSINESS SATCO  
4041 MARITIME BLVD  
TAMPA, FL 33605

# 2020 - 2021

NAME SATCO  
3710 CORPOREX PARK DR STE 205  
MAILING TAMP, FL 33619  
ADDRESS

Paid 19-648-053884  
07/21/2020 30.00

## BUSINESS TAX RECEIPT

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

DOUG BELDEN, TAX COLLECTOR  
813-635-5200  
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.



## OFFICIAL LISTING

NSF certifies that the products appearing on this Listing conform to the requirements of NSF/ANSI/CAN 60 - Drinking Water Treatment Chemicals - Health Effects

This is the Official Listing recorded on January 24, 2020.

Sulphuric Acid Trading Company, Inc. (SATCO)  
3710 Corporex Park Drive  
Suite 205  
Tampa, FL 33619  
800-633-1358  
813-225-2000

Facility: Tampa, FL

Chemical/ Trade Designation	Function	Max Use
Sulfuric Acid		
Sulfuric Acid	Corrosion & Scale Control pH Adjustment	50 mg/L
Sulphuric Acid	Corrosion & Scale Control pH Adjustment	50 mg/L

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

Facility: Mulberry, FL

Chemical/ Trade Designation	Function	Max Use
Sulfuric Acid		
Sulfuric Acid	Corrosion & Scale Control pH Adjustment	50 mg/L
Sulphuric Acid	Corrosion & Scale Control pH Adjustment	50 mg/L

Facility: Stockton, CA

Chemical/ Trade Designation	Function	Max Use
Sulfuric Acid		
Sulfuric Acid	Corrosion & Scale Control pH Adjustment	50 mg/L
Sulphuric Acid	Corrosion & Scale Control pH Adjustment	50 mg/L

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF.

1 of 1



## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Sulphuric Acid Trading Company, Inc.</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>3710 Corporex Park Drive, Suite 205</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>Tampa, FL 33619</b>	
<b>7</b> List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.  Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																															
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<b>Part II Certification</b> Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>2/28/20</u>
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### General Instructions

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

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

### Purpose of Form

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

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

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

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

## SAFETY DATA SHEET

This SDS complies with REACH 1907/2006 and 2001/58/EC, GHS REVISION 5, OSHA 29CFR 1910.1200

Issue Date: April 29, 2015

Revision Date: April 29, 2015

### Section 1: Chemical Product and Company Identification

**PRODUCT NAME:** SULPHURIC ACID 93 – 99%  
**FORMULA:** H<sub>2</sub>SO<sub>4</sub>  
**PRODUCT USE:** Manufacture of Fertilizers, Batteries, Industrial chemicals, Water treatment, Pulp & Paper, Mining

#### CHEMICAL SUPPLIER COMPANY NAME

Sulphuric Acid Trading Company, Inc. (SATCO)

3710 Corporex Park Drive, Suite 205

Tampa, Florida 33619

Information 800-633-1358

Fax: 813-225-1001

Safety Data Sheet Competent Person: Pete Earnest satco@satcoinc.net

#### EMERGENCY TELEPHONE

Chemtrec U.S.-Canada: 800-424-9300

Chemtrec International: 703-527-3887

SATCO Emergency: 800-633-1358

### Section 2: Hazards Identification

#### GHS Hazard Class



Skin Corrosive	Category 1
Eye Corrosive	Category 1
Acute Toxicity Oral	Category 5
Corrosive to Metals	Category 1

#### Signal word:

Danger

#### Hazard Statement:

H314	Causes severe skin burns and eye damage
H318	Causes serious eye damage
H301	May be harmful if swallowed
H290	May be corrosive to metals

<b>Precautionary</b>	Prevention	P260	Do not breathe dusts or mists.
<b>Statements:</b>		P280	Wear protective gloves/protective clothing/eye protection/face protection.
		P264	Wash hands thoroughly after handling.
		P234	Keep only in original packaging.
	Response	P301+P330+P331	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
		P303+P361+P353	IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower.
		P363	Wash contaminated clothing before reuse.
		P304+P340	IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
		P310	Immediately call a POISON CENTER or doctor/physician.
		P305+P351+P338	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do so. Continue rinsing.
		P312	Call a Poison Control center or doctor/physician if you feel unwell
	P390	Absorb spillage to prevent material damage	
	Storage	P405	Store locked up.
		P406	Store in corrosion resistant container with a resistant inner liner.
	Disposal	P501	Dispose of contents/container by following the waste disposal requirements of your country, state, or local authorities.

Hazards not otherwise classified (HNOC) or not covered by GHS: None

**HAZARD CLASSIFICATION:**

Classified as hazardous based on IATA, IMDG, and DOT.

**FIRE AND EXPLOSION:**

Not considered flammable or combustible.

**POTENTIAL HEALTH EFFECTS:**

<0 % of mixture consists of ingredients of unknown acute toxicity

**APPEARANCE:**

Clear, colorless to amber (light)

**Section 3: Composition, Information on Ingredients**

PRODUCT COMPOSITION	APPROX %	CAS NO.	EINECS/ELINCS	CANADA DSL
Sulphuric Acid	>93	7664-93-9	231-639-5	Y
Water	<7	7732-18-5	231-791-2	Y

Some items on this SDS may be designated as trade secrets (TS). Bonafide requests for disclosure of trade secret information to medical personnel must be made in accordance with the provisions contained in 29 CFR 1910.1200 I 1-13.

## Section 4: First Aid Measures

### Description of First Aid Measures

Inhalation	Move victim to fresh air. If not breathing, provide CPR (cardio pulmonary resuscitation). Do Not use mouth-to-mouth if victim ingested or inhaled with substance: give CPR with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Get immediate medical attention.
Skin Contact	Immediately flush skin with running water for at least 15 minutes. (Pay particular attention to folds, crevices, creases, groin). Start flushing while removing contaminated clothing. While in transport continue applying cold, wet compresses. If medical treatment is delayed, repeat the flushing or immerse the affected area in cold water. Creams and ointments should NOT be applied before or during the washing process. Discard heavily contaminated clothing and shoes, otherwise wash clothing separately before reuse.
Eye Contact	Immediately flush eyes with running water for at least 15 minutes. Hold eyelids open during flushing. Get immediate medical attention.
Ingestion	DO NOT INDUCE VOMITING. Never give anything to an unconscious person. If victim is alert and conscious, rinse mouth with water to dilute material. Spontaneous Vomiting: have victim lean forward with head down to avoid aspiration. Rinse mouth and administer more water. Immediately contact local poison control center. Get immediate medical attention.

### Most important symptoms and effects, both acute and delayed

Symptoms/Injuries after Inhalation	Material is extremely destructive to the tissue of the mucous membranes and upper respiratory tract.
Symptoms/Injuries after Skin Contact	May be harmful if absorbed through skin. Causes skin burns. Causes skin irritation.
Symptoms/Injuries after Eye Contact	Causes severe eye burns. Causes eye irritation.
Symptoms/Injuries after Ingestion	May be harmful if swallowed.

### Indication of any immediate medical attention and special treatment needed

Material is extremely destructive to tissue of the mucous membranes and upper respiratory tract, eyes, and skin., spasm, inflammation and edema of the larynx, spasm, inflammation and edema of the bronchi, pneumonitis, pulmonary edema, burning sensation, Cough, wheezing, laryngitis, Shortness of breath, Headache, Nausea, Vomiting, Pulmonary edema. Effects may be delayed, to the best of our knowledge; the chemical, physical, and toxicological properties have not been thoroughly investigated.

## Section 5: Fire-fighting Measures

### Suitable extinguishing media

**Small Fire** Use water spray, alcohol-resistant foam, dry chemical or carbon dioxide.

**Large Fire** Flood fire area with large quantities of water while knocking down vapors with water fog. If insufficient water supply, knock down vapors only.

### Unsuitable extinguishing media

No information available

### Special hazards arising from the substance or mixture

Non-combustible  
Hazardous combustion products: Releases of sulfur dioxide at extremely high temperatures.

### Special remarks on Fire Hazards

Not flammable but highly reactive. Strong dehydrating agent, which may cause ignition of finely divided combustible materials on contact.

### Special remarks on Explosion Hazards

Reacts violently with water with the evolution of heat. Reacts with most metals, especially when diluted. Hydrogen gas release (extremely flammable, explosive).

### Protective actions fire-fighters

Wear standard protective equipment, self-contained breathing apparatus and full fire-fighting gear. Runoff from fire control may cause pollution. Neutralize run-off with lime or soda ash.

### Further information

Use water spray to cool unopened containers.

## Section 6: Accidental Release Measures

### Personal precautions, protective equipment, and emergency procedures

Do not touch or walk through spilled material. Do not breathe vapor or mist. Provide sufficient ventilation, use respirator if ventilation is not satisfactory. Wear proper personal protective equipment (see Section 8).

### Environmental precautions

Prevent further leakage or spillage if safe to do so. Prevent spills or contaminated rinse water from entering sewers or watercourses. Inform the local authorities if the product has caused environmental pollution.

### Methods and materials for containment and cleaning up

**Small Spills:** Absorb with dry materials such as earth or sand. Place in a chemical waste container.

**Large spills:** Dike the spill with earth or sand if possible. Restrict access to area until completion of clean up. Ensure trained personnel conduct clean up. Use proper personal protection equipment (see Section 8). Prevent liquid from entering waterways or sewers. Collect into plastic containers for disposal. Call emergency services. Comply with Federal, Provincial/State and local regulations on reporting releases. (For disposal reference section 13).

## Section 7: Handling and Storage

### Precautions for safe handling

- Use only with adequate ventilation.
- Do not inhale vapors.
- Wear proper protective equipment when handling this material.
- Avoid contact with skin, eyes, or clothing.
- Wash hands and face after handling this material.

### Conditions for safe storage, including any incompatibilities

- Keep container closed when not in use.
- Utilize chemical segregation.
- Follow all applicable local regulations for handling and storage.

### Specific uses

Manufacture of Fertilizers, Batteries, Industrial chemicals, Water treatment, Pulp & Paper, Mining

## Section 8: Exposure Controls/Personal Protection

### Control Parameters

PRODUCT COMPOSITION	ACGIH TLV	OSHA PEL	NIOSH REL
Sulphuric acid	0.2 mg/m <sup>3</sup>	1 mg/m <sup>3</sup>	1 mg/m <sup>3</sup>

### Exposure controls

#### VENTILATION:

Always provide good general, mechanical room ventilation where this chemical/material is used.

#### SPECIAL VENTILATION CONTROLS:

Use this material inside totally enclosed equipment, or use it with local exhaust ventilation at points where vapors can be released into the workspace air.

#### RESPIRATORY PROTECTION:

Follow the OSHA respirator regulations found in 29 CFR 1910.134 or the CEN European Standards (EU). Use a NIOSH/MSHA or European Standard (EN) approved respirator if exposure limits are exceeded or if irritation or other symptoms are experienced.

#### PROTECTIVE GLOVES:

Neoprene, butyl, or nitrile rubber gloves are recommended.

#### EYE PROTECTION:

Safety glasses or splash goggles with face shield.

#### SKIN PROTECTION:

Complete personal protective equipment against chemical. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.  
Recommended: Acid resistant rubber apron with long sleeves, boots.

#### WORK/HYGIENE PRACTICES:

Avoid breathing vapor. Avoid contact with eyes. Wash hands after handling.

#### OTHER EQUIPMENT:

Make safety shower, eyewash stations, and hand washing equipment available in the work area.

## Section 9: Physical and Chemical Properties

	<b>PRODUCT CRITERIA</b>
APPEARANCE - COLOR:	Clear, colorless to amber (light)
PHYSICAL STATE:	Liquid (oily liquid, clear to turbid)
ODOR:	Odorless
ODOR THRESHOLD	Not available
PH	<1 (1% solution/water)
MELTING POINT/FREEZING POINT:	-31°F to 52°F (-35°C to 11°C)
INITIAL BOILING POINT AND BOILING RANGE:	379°F to 621°F (193°C to 327°C) at 760 mm Hg
FLASH POINT:	Not Applicable
EVAPORATION RATE:	Not available
FLAMMABILITY (Solid, gas)	Not Available
UPPER/LOWER FLAMMABILITY OR EXPLOSIVE LIMITS	Not available
VAPOR PRESSURE	<1 Mm Hg, 77°F
VAPOR DENSITY (AIR = 1)	3.4 [Air = 1]
RELATIVE DENSITY (@25 °C):	1.84
SOLUBILITY(IES)	Yes (water)
OXIDIZING PROPERTIES	Not available
PARTITION COEFFICIENT: n-octanol/water	Not available
AUTO IGNITION TEMPERATURE	Not available
DECOMPOSITION TEMPERATURE	>340°C
VISCOSITY	28 – 36 cP @ 60°F

## Section 10: Stability and Reactivity

Reactivity:	Reacts violently with water, organic substances and base solutions with evolutions of heat and hazardous mists.
Chemical Stability:	Stable under recommended storage conditions.
Possibility of Hazardous Reactions:	Under normal conditions of storage and use will not occur. Reacts violently with water
Conditions to Avoid:	Heat, sources of ignition
Incompatibility (Materials to Avoid):	Bases, Halides, Organic materials, Carbides, fulminates, Nitrates, picrate's, Cyanides, Chlorates, alkali halides, Zinc salts, permanganates, e.g. potassium permanganate, Hydrogen peroxide, Azides, Perchlorates., Nitromethane, phosphorous, Reacts violently with:, cyclopentadiene, cyclopentanone oxime, nitroaryl amines, hexalithium disilicide, phosphorous(III) oxide, Powdered metals
Hazardous Decomposition Products:	Possibility of decomposition if heated and in contact with sources of ignition. Release of toxic gases and vapors (sulfur oxides SO <sub>2</sub> , SO <sub>3</sub> ).

## Section 11: Toxicological Information

GHS Required Criteria	Toxicity Criteria	Toxicity Information	Comments	Chemical Constituent
Acute Toxicity	LD50 (Oral/Rat):	2140 mg/kg		Sulphuric acid
	LC50 (Inhalation/Rat):	510 mg/m <sup>3</sup>	2 hours	Sulphuric acid
Skin Corrosion/Irritation	Skin - Rabbit - Extremely corrosive and destructive to tissue.			Sulphuric acid
Serious Eye Damage / Eye Irritation	Eyes - Rabbit - Corrosive to eyes			Sulphuric acid
Respiratory or Skin Sensitization		Data not available		
Germ Cell Mutagenicity		Data not available		
Carcinogenicity		Not listed	NTP	
		Not listed	IARC	
		Not listed	OSHA	
Reproductive Toxicity		Data not available		
STOT -- Single Exposure		Data not available		
STOT – Repeated Exposure		Data not available		
Aspiration Hazard		Data not available		

STOT = Specific Target Organ Toxicity

## Section 12: Ecological Information

Toxicity:	Toxicity to fish LC50 - <i>Gambusia affinis</i> (Mosquito fish) - 42 mg/l - 96 h	Sulphuric acid
	EC50 - <i>Daphnia magna</i> (Water flea) - 29 mg/l - 24 h	Sulphuric acid
Persistence and degradability:	No information is available.	
Bioaccumulative potential	No information is available.	
Mobility in soil:	No information is available.	
PBT and vPvB assessment:	No information is available.	
Other adverse effects:	No information is available.	

## Section 13: Disposal Considerations

**Waste from residues/unused products:** Follow the waste disposal requirements of your country, state, or local authorities. Contact a licensed professional, waste disposal service to dispose of this material. Dissolve or mix the material with a combustible solvent and burn in a chemical incinerator equipped with an afterburner and scrubber. Offer surplus and non-recyclable solutions to a licensed disposal company.

**Contaminated packaging:** Contaminated packaging material should be disposed of as stated above for residues and unused product.

**Rinsate:** Do not dispose of rinse water containing product in a sanitary sewer system or stormwater drainage system.



## Section 14: Transport Information

### ROAD TRANSPORT:

#### ADR = International Carriage of Dangerous Goods by Road

UN NUMBER:	UN 1830
DOT PROPER SHIPPING NAME	Sulfuric Acid
DOT / ADR HAZARD CLASS:	Corrosive
DOT / ADR LABELS:	Class 8
PLACARD:	Corrosive, Class 8



DOT / ADR PACKAGING GROUP:	II
REPORTABLE QUANTITY (RQ)	1000 LBS (454 Kgs)

### SEA TRANSPORT: IMDG

PROPER SHIPPING NAME	Sulfuric Acid
UN NUMBER SEA	UN 1830
CLASS:	8
PACKING GROUP:	II
EmS No.:	F-A, S-B
MARINE POLLUTANT:	No
SEA TRANSPORT NOTES:	Category C. For Steel drums Category B.

### AIR TRANSPORT: IATA/ICAO

UN NUMBER:	UN 1830
PROPER SHIPPING NAME	Sulfuric Acid
HAZARD CLASS:	8
PACKAGING GROUP:	II

## Section 15: Regulatory Information

### TOXIC SUBSTANCES CONTROL ACT (TSCA) STATUS:

This product is in compliance with rules, regulations, and orders of TSCA. All components are listed on the TSCA Inventory.

### SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (SARA) TITLE III SECTION 313 SUPPLIER NOTIFICATION:

This regulation requires submission of annual reports of toxic chemical(s) that appear in section 313 of the Emergency Planning and Community Right To Know Act of 1986 and 40 CFR 372. This information must be included in all SDS's that are copied and distributed for the material.

The Section 313 toxic chemicals contained in this product are: Sulfuric acid

### CALIFORNIA PROPOSITION 65:

This regulation requires a warning for California Proposition 65 chemical(s) under the statute.  
The California proposition 65 chemical(s) contained in this product are: None

**STATE RIGHT-TO-KNOW TOXIC SUBSTANCE OR HAZARDOUS SUBSTANCE LIST:**

Florida Toxic Substance(s):	Not listed
Massachusetts's hazardous substance(s):	Sulfuric acid
Pennsylvania hazardous substance code(s):	Sulfuric acid
New Jersey	Sulfuric acid

**CANADA:**

This SDS contains all of the information required by the Controlled Products Regulations (CPR).

**WHMIS-INFORMATION:**

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR), SOR/88-66, Current to February 20, 2012. The classes of controlled products listed in the CPR, Section 32, Part IV, have been reviewed and based on Professional Judgment this product has been determined to be WHMIS controlled as a corrosive material.

- Sulphuric acid:
- D1A - Poisonous and infectious material - Immediate and serious effects - Very toxic
- E - Corrosive material

**EUROPEAN UNION:**

This product has been reviewed for compliance with the following European Community Directives: REACH 1907/2006; Regulation (EC) No 1272/2008 on classification, labeling, and packaging (CLP) of substances and mixtures. None of the chemicals used in this product are on the EU's REACH SVHC (Substances of Very High Concern) chemicals list (as of June 16, 2014).

**Section 16: Other Information**

**NFPA Rating:**

Component	Health (Blue)	Flammability (Red)	Reactivity (Yellow)	Special (White)
<b>SULPHURIC ACID</b>	3	0	2	W

Initial issue date: April 29, 2015  
 Final revision date: April 29, 2015  
 Revision Number: 0  
 Revision explanation: Initial version  
 Information Sources: RTECS, ECHA, REACH, OSHA 29CFR 1910.1200

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