



# CITY OF COCOA

## SERVICE CONTRACT

B-22-12-COC-C  
WATER TREATMENT CHEMICALS – FERRIC SULFATE  
THATCHER CHEMICAL OF FLORIDA, INC.



**PURCHASING DEPARTMENT**

65 Stone Street • Cocoa, FL 32922

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## SERVICE AGREEMENT

### **Water and Wastewater Treatment Chemicals for Dyal Water Treatment Plant**

THIS AGREEMENT ("Agreement") is made the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL, 32922, hereinafter referred to as "CITY," and THATCHER CHEMICAL OF FLORIDA, INC., with its principal place of business located at 245 Hazen Road, Deland, FL, 32720, hereinafter referred to as "SERVICE PROVIDER."

#### **RECITALS:**

**WHEREAS**, CITY is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain all materials, service, equipment, and labor required for the delivery of certain water treatment chemicals as are necessary for the functioning of the Dyal Water Treatment Plant to treat potable water and wastewater; and

**WHEREAS**, SERVICE PROVIDER is an active for-profit corporation, existing under the laws of the State of Florida, experienced in the foregoing and agrees to perform these services for the CITY under the terms and conditions set forth in this Agreement; and

**WHEREAS**, SERVICE PROVIDER and CITY are hereby bound by the terms and conditions of this Agreement. CITY and SERVICE PROVIDER are hereby also bound by the terms and conditions of the Purchase Order, attached hereto as **Exhibit "A"** and incorporated by reference; and by the CITY's Invitation to Bid Number ITB B-22-12-COC, attached hereto as **Exhibit "B"** and incorporated by reference; and

**WHEREAS**, SERVICE PROVIDER shall comply with all necessary and relevant Federal, State, and local regulations regarding the transportation and delivery of hazardous chemicals; and

**WHEREAS**, CITY shall not be held responsible for violations of any federal, state, or local regulations that occur related to the transportation and delivery of hazardous chemicals by SERVICE PROVIDER.

**NOW, THEREFORE**, in consideration of the mutual premises set forth in this Agreement, it is agreed by and between CITY and SERVICE PROVIDER as follows:

#### **SECTION ONE NATURE OF WORK**

SERVICE PROVIDER will provide services related to the transportation and delivery of chemicals, specifically Liquid Ferric Sulfate, for water and wastewater treatment at the Dyal Wastewater Plant, as are described in **Exhibit “B,”** attached hereto and incorporated herein by this reference, generally referred to as “Services” herein. SERVICE PROVIDER shall ensure that the Liquid Ferric Sulfate provided to CITY meets the quality and purity standards outlined in **Exhibit “B.”** Providing chemicals that do not meet applicable quality and purity standards shall be considered a material breach. Unless otherwise provided herein, SERVICE PROVIDER shall furnish all materials, tools, equipment, and manpower to complete the work required by this Agreement. The SERVICE PROVIDER warrants that it holds any and all necessary licenses required to conduct the work required by this Agreement, and agrees to maintain said licenses in good standing during the term of this Agreement, including a City of Cocoa Business Tax Receipt (unless SERVICE PROVIDER is otherwise exempt from the payment of the City’s business taxes). The SERVICE PROVIDER shall immediately notify the CITY in the event of a loss, suspension or termination of any license required to perform the Services set forth in this Agreement. SERVICE PROVIDER acknowledges that it has investigated prior to the execution of this Agreement and satisfied itself as to the conditions affecting the Services, the availability of materials and labor, the cost thereof, the requirements to obtain necessary insurance as set forth herein, and the steps necessary to complete the Services within the time set forth herein. SERVICE PROVIDER warrants unto the City that it has the competence and abilities to carefully and faithfully complete the Services within the time set forth herein. SERVICE PROVIDER will perform its Services with due and reasonable diligence consistent with sound professional practices. SERVICE PROVIDER shall ensure compliance with all applicable safety standards and with all federal, state, and local regulations related to the handling, transportation, and delivery of Liquid Ferric Sulfate.

## **SECTION TWO PLACE OF WORK**

SERVICE PROVIDER agrees to come to the CITY’s Dyal Water Treatment Plant, or such other places as reasonably designated by the CITY, to perform the Services as necessary. The address of the Dyal Water Treatment Plant and other such places designated by the CITY for service are provided in **Exhibit “B,”** and are incorporated herein by reference. SERVICE PROVIDER shall be responsible for coordinating access to the location where the Services will be performed and all necessary meeting, set-up, staging or workstation space with the CITY’s representative. SERVICE PROVIDER shall additionally follow all security protocols deemed necessary by the CITY as determined in its sole discretion. As part of the Services, SERVICE PROVIDER will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, passwords, and similar security codes and identifiers issued to SERVICE PROVIDER’s employees, agents, or subcontractors, as applicable. SERVICE PROVIDER agrees to require its employees to promptly report a lost or stolen access device or information. CITY or its affiliates shall at all times have the right to review or observe the Services performed by SERVICE PROVIDER. No inspection, review, or observation shall relieve SERVICE PROVIDER of its responsibility under this Agreement.



### **SECTION THREE TIME DEVOTED TO WORK**

In the performance of Services, the services and number of hours SERVICE PROVIDER is to work on any given day will be entirely within SERVICE PROVIDER'S control and professional judgment, and CITY will rely upon SERVICE PROVIDER to exercise sound professional judgment and to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement. SERVICE PROVIDER shall be required provide and deliver chemicals for the Term of this Agreement pursuant to the relevant provisions of **Exhibit "B,"** attached hereto and incorporated by reference. The chemicals that SERVICE PROVIDER has agreed to supply to CITY shall be delivered on an as-needed basis to CITY. Deliveries are FOB to the CITY's destination. When Services are required, CITY shall submit an order to SERVICE PROVIDER. Generally, deliveries should be made between the hours of 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday), or as otherwise provided by the CITY. CITY shall have sole discretion as to when deliveries are to be received. Unless otherwise agreed to at the time an order is placed, SERVICE PROVIDER is to make deliveries within three days (72 hours, including weekends and holidays) of the CITY operations staff placing an order. SERVICE PROVIDER shall comply with delivery procedures, safety requirements, and documentation requirements as are set forth in **Exhibit "B."** SERVICE PROVIDER shall ensure that an appropriate Material Compliance Certificate of Analysis is provided for each lot shipped to CITY. All work furnished by the SERVICE PROVIDER hereunder shall conform to high quality professional standards of care and practice in effect at the time the work was performed. SERVICE PROVIDER shall complete all of said Services in a timely manner and will keep the CITY apprised of the status of work as reasonably requested by the CITY. Should SERVICE PROVIDER fall behind on an established schedule, it shall employ such resources so as to comply with the schedule. No extension for completion of Services shall be granted to SERVICE PROVIDER without CITY's prior written consent.

### **SECTION FOUR PAYMENT**

SERVICE PROVIDER will be compensated as set forth in SERVICE PROVIDER'S Bid Price Schedule, which is found in SERVICE PROVIDER'S Response to ITB B-22-12-COC. SERVICE PROVIDER'S Response to ITB B-22-12-COC and the Bid Price Schedule contained therein are attached hereto as **Exhibit "C,"** and are incorporated by reference. Pursuant to **Exhibit "B,"** delivery shall be FOB to the CITY's destination. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. All Services provided to the CITY must be described upon the Service Provider's invoice with sufficient clarity for the CITY to easily identify and confirm the Services having been provided.

All invoice entries shall clearly indicate the type of Service rendered, identify the SERVICE PROVIDER's employee who rendered such Service, and note the appropriate charge and hourly rate, if applicable. If upon the request of the CITY, SERVICE PROVIDER agrees to perform additional services hereunder, the CITY shall pay SERVICE PROVIDER for the performance of such additional services an additional amount (in addition to all other amounts payable under this Agreement) based on a mutually agreed upon addendum to this Agreement providing for such additional fee and services, executed by the parties to this Agreement. The City shall not be responsible for the payment of any additional services provided by SERVICE PROVIDER unless the description of said services has been set forth in the aforementioned addendum and the addendum has been approved by the City Council or City Manager in accordance with the City's purchasing policies and procedures.

## **SECTION FIVE TERM**

The term shall commence upon the parties' execution of the Agreement. ("Commencement Date"). The term of this Agreement shall be as contained in **Exhibit "B."** The initial term of the Agreement shall be for one (1) year with the option to extend for three (3) additional one (1) year periods. The CITY's City Manager may exercise a renewal option, subject to SERVICE PROVIDER'S agreement to the renewal, by providing the SERVICE PROVIDER with at least thirty (30) days written notice in advance of the anniversary of the Commencement Date. Renewals shall be made upon mutual agreement of the Parties and upon the same terms described herein.

## **SECTION SIX STATUS OF SERVICE PROVIDER**

This Agreement calls for the performance of the services of SERVICE PROVIDER as an independent contractor, and SERVICE PROVIDER, an active Florida corporation, will not be considered an employee of the CITY for any purpose.

## **SECTION SEVEN INDEMNIFICATION**

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which CITY, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts, errors, omissions or willful misconduct of SERVICE PROVIDER, its employees, or agents arising out of or connected with this Agreement; or which arise out of any inaccurate representation made by the SERVICE PROVIDER, its employees, or agents; or any breach of this

Agreement by SERVICE PROVIDER, its employees, or agents, except to the extent of the negligence, wrongful acts or omissions of CITY, or its agents, elected or appointed officials, employees, or representatives.

SERVICE PROVIDER shall further protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, whether rightful or otherwise, alleging that the work furnished by the SERVICE PROVIDER hereunder, or any part thereof, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of the United States. SERVICE PROVIDER shall pay all damages and costs awarded against the CITY in connection with any such infringement, copyright, trademark or other intellectual property right claims.

For purposes of this indemnification only, SERVICE PROVIDER shall indemnify the CITY for claims made by the employees of SERVICE PROVIDER, and SERVICE PROVIDER hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such time as all applicable statute of limitation time periods have expired with respect to the work performed by SERVICE PROVIDER pursuant to this Agreement.

## **SECTION EIGHT TERMINATION**

Notwithstanding Section Five, the CITY may terminate this Agreement for any reason, with or without cause and without penalty, by giving the SERVICE PROVIDER thirty (30) days advance written notice of the termination of this Agreement. In the event of any termination without cause pursuant to the preceding sentence, CITY shall continue to be responsible for the payment of any outstanding undisputed invoices delivered to CITY prior to the date of termination. In addition, should SERVICE PROVIDER materially breach this Agreement and such breach is not cured within fifteen (15) days of receiving written notice of such breach by the CITY, the CITY shall be entitled to terminate this Agreement immediately and SERVICE PROVIDER shall refund the CITY any pre-paid fees for Services not delivered to the CITY's satisfaction by SERVICE PROVIDER.

## **SECTION NINE PUBLIC RECORDS**

A. Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws (collectively, the “Public Records Laws”), SERVICE PROVIDER agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of SERVICE PROVIDER related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record under and pursuant to the Public Records Laws, whether in the possession or control of the City or the SERVICE PROVIDER. If and to the extent said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of SERVICE PROVIDER are subject to the provisions of Chapter 119, Florida Statutes, or other Public Records Laws (records subject to the Public Records Laws are herein referred to as “public records”), they may not be destroyed without the specific written approval of the City’s designated custodian of public records. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the SERVICE PROVIDER be open and freely exhibited to the CITY for the purpose of examination and/or audit. Notwithstanding anything herein to the contrary, the parties agree to maintain the confidentiality of any and all records or documents from third party disclosure that are deemed confidential and/or exempt from public records disclosure pursuant to federal or state law, including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

**IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, 65 Stone Street, Cocoa, FL 32922.**

SERVICE PROVIDER is required to and agrees to comply with public records laws. SERVICE PROVIDER shall keep and maintain all public records required by the City to perform the services as agreed to herein. SERVICE PROVIDER shall provide the City, upon request from the City Clerk, copies of the requested public records or allow the public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. SERVICE PROVIDER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. Upon completion of the Agreement, SERVICE PROVIDER shall transfer to the City, at no cost, copies

of all public records in possession of the SERVICE PROVIDER, provided the transfer is requested in writing by the City Clerk. Upon such transfer, SERVICE PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that copies of the public records be transferred, the SERVICE PROVIDER shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All public records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify SERVICE PROVIDER of the request and the SERVICE PROVIDER shall then provide such public records to the City or allow the records to be inspected or copied within a reasonable time. If the SERVICE PROVIDER does not comply with a public records request, the City may enforce this Section to the extent permitted by law. SERVICE PROVIDER acknowledges that if the SERVICE PROVIDER does not provide the public records to the City within a reasonable time, the SERVICE PROVIDER may be subject to penalties under Section 119.10, Florida Statutes. The SERVICE PROVIDER acknowledges that if a civil action is filed against the SERVICE PROVIDER to compel production of public records relating to this Agreement, the court may assess and award against SERVICE PROVIDER the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the SERVICE PROVIDER, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by SERVICE PROVIDER to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the SERVICE PROVIDER fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to SERVICE PROVIDER's failure to comply with this Section, the City shall collect from SERVICE PROVIDER prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against SERVICE PROVIDER. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the SERVICE PROVIDER's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

- B. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the SERVICE PROVIDER and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the CITY and may be reused by the CITY for any reason or purpose at any time. However, the CITY agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on

any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the SERVICE PROVIDER, or its independent contractors and associates if necessary, to specific purposes intended will be at the CITY's sole risk and without liability or legal exposure to the SERVICE PROVIDER.

- C. The City and the SERVICE PROVIDER agree that upon payment of fees due to the SERVICE PROVIDER by the CITY for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule, or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule, and other instrument produced by the SERVICE PROVIDER, as applicable, in the performance of this Agreement, or any Work hereunder, shall be the sole property of the CITY, and the CITY is vested with all rights therein. The SERVICE PROVIDER waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule, and other instrument produced by the SERVICE PROVIDER in the performance of this Agreement, and hereby assigns and conveys the same to the CITY whether in the possession or control of the SERVICE PROVIDER or not.
- D. Notwithstanding any provisions to the contrary contained in this Agreement, the SERVICE PROVIDER shall retain sole ownership to its preexisting information not produced and paid for by the CITY under this Agreement including, but not limited to, computer programs, software, standard details, figures, templates and specifications

## **SECTION TEN INSURANCE**

During the term of this Agreement, SERVICE PROVIDER shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. The insurance policies provided hereunder by SERVICE PROVIDER shall also include coverage with respect to services performed by all agents and independent contractors employed by SERVICE PROVIDER to perform any Work hereunder.

- a. The SERVICE PROVIDER shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000 as the combined single limit for each occurrence and \$2,000,000 general aggregate with a deductible not less than \$5,000 unless otherwise approved in writing by the City Manager to protect the SERVICE PROVIDER from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the SERVICE PROVIDER or by anyone directly employed by or contracting with the SERVICE PROVIDER.

b. The SERVICE PROVIDER shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit bodily injury and minimum \$1,000,000 property damage as the combined single limit for each occurrence to protect the SERVICE PROVIDER from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the SERVICE PROVIDER or by anyone directly or indirectly employed by the SERVICE PROVIDER.

c. The SERVICE PROVIDER shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of \$1,000,000 for all of its employees performing Work for the CLIENT pursuant to this Agreement.

d. THE SERVICE PROVIDER shall maintain Pollution Liability Insurance coverage, which covers any and all losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the Services being performed pursuant to this Agreement, in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 per general aggregate.

All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A.M. Best Company (or equivalent rating and rating service as reasonably determined by the City Manager). Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the CITY by SERVICE PROVIDER upon the Effective Date of this Agreement which satisfied the insurance requirements of this Section. Renewal certificates shall be sent to the CITY at the time of any expiration. There shall also be a 30-day advance written notification to the CITY in the event of cancellation or material modification of any stipulated insurance coverage. **The CITY shall be an additional insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies.**

## SECTION ELEVEN NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the following:

For CITY:  
City Manager  
65 Stone Street  
Cocoa, FL 32922

For SERVICE PROVIDER:  
THATCHER CHEMICAL OF FLORIDA, INC.,  
245 Hazen Road  
Deland, FL, 32720  
Att'n: Craig N. Thatcher, C.E.O.

Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

## **SECTION TWELVE**

### **E-VERIFY**

1. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SERVICE PROVIDER shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021.
2. Subcontractors
  - (i) SERVICE PROVIDER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
  - (ii) SERVICE PROVIDER shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
  - (iii) SERVICE PROVIDER shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.
3. SERVICE PROVIDER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the SERVICE PROVIDER stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.



4. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the CITY. To the extent provided by Florida law, SERVICE PROVIDER shall be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

### **SECTION THIRTEEN MISCELLANEOUS**

1. As an independent contractor, SERVICE PROVIDER shall pay all expenses in connection with its consulting business and SERVICE PROVIDER will not incur any indebtedness on behalf of CITY with this AGREEMENT.
2. Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.
3. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be waived, except by an instrument in writing executed by the CITY and SERVICE PROVIDER.
4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.
5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
6. This Agreement may be amended, extended, or renewed only with the written approval of the parties. There shall be no modification of this Agreement without a writing.
7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement, save for the representations which are attached to this Agreement as **Exhibits**. The SERVICE PROVIDER recognizes that any representations, statements or negotiations made by CITY

staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

8. CITY and SERVICE PROVIDER each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.
9. The CITY intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the CITY's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the CITY's potential liability under state or federal law. SERVICE PROVIDER agrees that CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, CITY shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.
10. The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any CITY employee or official, person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
11. SERVICE PROVIDER shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of CITY. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and SERVICE PROVIDER, and all duties and responsibilities under this Agreement will be for the sole and exclusive benefit of CITY and SERVICE PROVIDER and not for the benefit of any other party.
12. Precautions shall be exercised at all times for the protection of all persons (including the CITY's employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and

equipment shall be guided or eliminated in accordance with the highest accepted standard of safety. SERVICE PROVIDER shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing Services provided hereunder.

13. SERVICE PROVIDER shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of services under this Agreement and the incorporated **Exhibits**. SERVICE PROVIDER shall also secure and maintain any and all permits and licenses required to complete this agreement. SERVICE PROVIDER shall comply with all safety regulations outlined in **Exhibit "B."** SERVICE PROVIDER shall ensure, as provided in **Exhibit "B,"** that all Material Safety Data Sheet (MSDS) documentation is appropriately furnished to CITY in compliance with Chapter 442, Florida Statutes. SERVICE PROVIDER shall ensure compliance with all federal, state, and local laws, related to the delivery, transportation, and handling of the chemical or chemicals which SERVICE PROVIDER is providing to CITY.
14. In the event that the chemicals provided by SERVICE PROVIDER to CITY should spill, leak, or otherwise breach containment during delivery or transport, SERVICE PROVIDER shall be responsible for cleanup. SERVICE PROVIDER shall comply with all applicable federal, state, and local regulations related to the cleanup of the provided chemicals. Cleanup services shall be provided at no additional cost to CITY.
15. SERVICE PROVIDER shall agree to provide technical assistance, as needed, regarding the application of its product, and disposal and handling of the residual produced by the application of its product, as applicable. SERVICE PROVIDER shall provide this assistance at no charge to the CITY. SERVICE PROVIDER shall provide technical research and reports as requested by the Water Department at no additional cost to CITY.
16. This Agreement is subject to the annual appropriations of funds by the City Council. The CITY has a right to cancel this contract for fiscal non-funding.
17. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving SERVICE PROVIDER's labor force); extraordinary breakdown of or damage to CITY's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency, provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

18. SERVICE PROVIDER acknowledges that its employees and agents will behave in an appropriate manner while on any CITY property and while on any residential or commercial private property relating to the performance of Services in accordance with this Agreement and shall, at all times, conduct themselves in a manner consistent with CITY policies and within the discretion of the City Project Manager or designee. Professional and personal conduct of SERVICE PROVIDER's staff shall conform to CITY's personnel policies. It is a breach of this Agreement for any agent or employee of SERVICE PROVIDER to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the functioning of the CITY or constitute any level of threat to the safety, health, and well-being of any citizen, invitee, licensee, agent or employee of the CITY. SERVICE PROVIDER agrees to immediately remove any agent or employee if directed to do so by the City Project Manager or designee.
19. SERVICE PROVIDER shall acquire no rights under the Agreement to, and shall not use, the name of the CITY, either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively "City Marks") in any of Service Provider's advertising, publicity or promotion; to express or imply any endorsement by the City of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by the CITY, except as expressly permitted herein. No advertisement, publication, or other use of City Marks shall be published or otherwise promulgated by SERVICE PROVIDER without City's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.
20. By signing this Agreement, Service Provider certifies that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
  - B. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - C. Are not presently indicted or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.
  - D. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

Service Provider agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgment, indictments, informations, or terminations as described above, with respect to Service Provider or its principals.

21. In case of any inconsistency in any of the documents bearing on the Agreement between the CITY and the SERVICE PROVIDER, the inconsistency shall be resolved by giving precedence in the following order:

- A. Addenda or change orders to this Agreement subsequent to the Effective date of this Agreement;
- B. This Agreement;
- C. Exhibits to this Agreement.

Any inconsistency in the work description shall be clarified by the City and performed by the Service Provider.

22. At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Agreement or specifications, the CITY at its sole discretion will interpret the intent of the Agreement and work descriptions and the SERVICE PROVIDER hereby agrees to abide by the CITY's interpretation and agrees to carry out the work in accordance with the decision of the CITY.


23. The SERVICE PROVIDER warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, disability, national origin, sexual orientation, gender identity, or expression, and genetic information or any other category of persons protected pursuant to Florida law.

24. No inspection by the CITY, nor any payment for or acceptance of the whole or part of the items in this Agreement, nor any extension of time, nor any possession taken by the CITY of the product or services hereunder shall operate as a waiver of (1) any provision of this Agreement, (2) the right to have it fully performed, (3) any power herein reserved by the City or (4) any right to damages under this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach. Failure of CITY to insist upon performance within any time period or upon a proper level or quality of performance shall not act as a waiver of CITY's right to later claim a failure to perform by SERVICE PROVIDER.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

**SERVICE PROVIDER:**

**CITY OF COCOA:**

  
Printed Name: Craig N. Thatcher

Stockton Whitten, City Manager

Title: C.E.O.

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

Date: August 24, 2022

**ATTEST:**

Carie Shealy, City Clerk, MMC

## EXHIBIT A

### City of Cocoa Purchase Order Terms and Conditions

1. **AGREEMENT:** Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). **Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement.** The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").
2. **TIME IS OF THE ESSENCE:** Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.
3. **WARRANTY:** With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal: ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.
4. **MODIFICATIONS:** Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.
5. **WAIVER:** The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.
6. **CITY OPTIONS:** City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization

of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

**7. INDEMNIFICATION:** Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorney fees, expenses and from and against all liability awards, judgments, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

**8. PATENT INDEMNIFICATION:** Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

**9. INSPECTION:** City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any shipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may be entitled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

**10. TAXES:** The City government is a non profit operation and not subject to tax.

**11. CONTINGENCIES:** Performance of any obligation under this Agreement may be suspended by either party, without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

**12. PRICE PROTECTION:** Seller warrants that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect

hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice,



Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

**13. PACKAGING AND CARTAGE:** No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to ensure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

**14. HAZARD:** Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

**15. QUANTITY:** The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

**16. ASSIGNMENT:** No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

**17. CHOICE OF LAW; VENUE:** The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

**18. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS:** Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

**19. FISCAL YEAR FUNDING APPROPRIATION:** (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

**20. FAILURE TO EXECUTE PURCHASE ORDER:** Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, oral bids maybe rejected and made void by the City.

**21. INDEPENDENT CONTRACTOR:** The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

**22. OTHER RELATED AGREEMENTS:** In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or

City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

**23. SOVEREIGN IMMUNITY:** Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

**24. INSURANCE:** If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

**25. E-VERIFY:** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

## EXHIBIT B

Invitation to Bid B-22-12-COC

Published June 20, 2022

	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

The City of Cocoa is accepting sealed bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide water and wastewater treatment chemicals, as described in this Invitation to Bid (ITB).

#### **Summary of Project:**

The City of Cocoa is soliciting for a contractor to furnish all materials, service, equipment, and labor required for the following water and wastewater treatments chemicals; Liquid Sodium Hypochlorite, Ferric Sulfate and Carbon Dioxide as described in this Invitation to Bid (ITB).

If you are interested in preparing a response to this ITB, please read the requirements carefully and complete the bid in the manner as set forth in this ITB document. Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of ninety-day (90) days from public opening.

**There will be no Pre-Bid conference held for this project.**

Questions regarding this solicitation must be received in writing at the address above no later than **Friday, July 01, 2022, at 5:00PM**. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Cocoa website: <https://www.cocoafl.org> and to the City's online bidding platform, Vendor Link, <http://www.myvendorlink.com>.

**All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.**

The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible, and responsive Bidder which best meets the specifications and serves the overall needs of the City. Bids should be prepared in accordance with the ITB instructions and recheck all bid prices thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal.

All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from Vendor Link by visiting their web site at <http://www.myvendorlink.com>. You may contact the City of Cocoa Purchasing Division by email: [purchasing@cocoafl.org](mailto:purchasing@cocoafl.org). Small Business Set Asides (i.e., Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bid/proposals concerning this solicitation.

The City of Cocoa supports local vendors and offers a five (5%) percent preference given to Brevard County contractors / contractors whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by the local business tax receipt issued for at least six (6) months prior to the date the bid is submitted. P.O. Boxes shall not be considered a physical business address. The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award

	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
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<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

The City reserves the right to waive any and all technicalities, formalities and to reject any or all bid submittals or to re-advertise for bid submittals for these commodities/services. The City may withdraw all or part of this ITB at any time to protect the interests of the City. Thank you for your interest in doing business with the City of Cocoa, Florida.


	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
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## SECTION 1 INTRODUCTION

1. The City of Cocoa's Purchasing Department, on behalf of City of Cocoa Dyal Water Treatment Plant, representing Cocoa Utilities Department, is soliciting for a contractor to furnish all materials, service, equipment, and labor required for the following water and wastewater treatments chemicals; Sodium Hypochlorite, Ferric Sulfate and Carbon Dioxide as described in this Invitation to Bid (ITB).

### 1.01 DESCRIPTION OF WORK

Contractor(s) warrant that chemicals provided as a result of this ITB:

- a. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water
- b. Conform to the general chemical specifications contained herein
- c. Are free from impurities of any kind

If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the utilizing agency, then the Contractor shall at no additional cost to the City promptly replace with item that meets specifications.

### Chemical Specifications:

The type and general description of chemicals are provided in this section.

#### 1. LIQUID FERRIC SULFATE:

- A. **GENERAL** - The material to be provided shall be Liquid Ferric Sulfate, approved for potable water treatment, Listed/Certified under the National Sanitation Foundation (NSF) Standard 60 and meeting all provisions of ANSI/AWWA STANDARD B406-87; "Standard for Liquid Ferric Sulfate", latest revision and the requirements contained within these specifications.

#### B. PRODUCT

- a) The Liquid Ferric Sulfate shall meet the physical and chemical properties listed below. The Liquid Ferric Sulfate shall be supplied as an aqueous solution containing not less than 12.5% ferric iron and not more than 14.0% ferric iron, all soluble.
- b) The Liquid Ferric Sulfate shall be manufactured from a source of virgin mined iron ore, i.e., magnetite, hematite, etc., - and a "water white" grade of sulfuric acid. Ferric sulfate produced from non-virgin ores will not be acceptable. This specification strictly prohibits the use of Liquid Ferric Sulfate manufactured from by-products generated from titanium dioxide production. The use of reclaimed material is expressly prohibited under this specification.
- c) The Liquid Ferric Sulfate shall be free from extraneous material and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable

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for feeding by means of metering pumps or other metering devices constructed of corrosion-resistant materials.

- d) The Liquid Ferric Sulfate shall have the following chemical properties;
- Ferrous Iron.....0.1% max  
 Free Acid (as % H<sub>2</sub>SO<sub>4</sub>).....0.25% max  
 % Insoluble.....0.1% max
- e) The Liquid Ferric Sulfate shall not contain specific impurities in excess of the following limits (by Weight);
- |  |                              |
|--|------------------------------|
| Arsenic.....1 mg/kg                            | Copper.....5 mg/kg           |
| Cadmium.....0.5 mg/kg                          | Zinc.....15 mg/kg            |
| Chromium.....10 mg/kg                          | Manganese.....120 mg/kg      |
| Lead.....1.0 mg/kg                             | Barium.....10 mg/kg          |
| Mercury.....0.2 mg/kg                          | Chloride.....100 mg/kg       |
| Selenium.....2 mg/kg                           | Fluoride.....60 mg/kg        |
| Silver.....10 mg/kg                            | Titanium.....50 mg/kg        |
| Nitrites (as N).....75 mg/kg                   | Nitrates (as N).....75 mg/kg |
| Total Organic Carbon...0 mg/kg                 | Sodium.....1000 mg/kg        |
| Nickel.....40 mg/kg                            | Molybdenum.....10 mg/kg      |
| Beryllium.....1.0 mg/kg                        | Antimony.....1.0 mg/kg       |
| Thallium.....10.0 mg/kg                        | Cyanide.....1.0 mg/kg        |
| Total Nitrate and Nitrite (as N).....150 mg/kg |                              |
- f) The Liquid Ferric Sulfate material, as supplied under this bid, shall not contain any impurities in sufficient quantities which causes or may cause a violation of any current, existing maximum contaminant level (MCL) or any newly regulated MCL which may be passed into law during the life of this contract. Should an MCL violation be determined to be directly attributable to the Liquid Ferric Sulfate material supplied for use by the CITY, the bidder shall immediately take the necessary steps to remove or reduce the contaminant levels of its material to levels of satisfactory to the CITY. The CITY reserves the right to add specific impurity listing and maximum impurity levels to the existing listings to meet all USEPA, SDWA and FDEP water quality standards. The bidder shall comply with any and all such changes required to its Liquid Ferric Sulfate material, by whatever process changes required, at no additional cost to the CITY.
- g) The Bidder shall submit with the bid a State of Florida certified laboratory analysis of the product bid with the analysis of all parameters listed in section 1, subsection 1Ba, 1Bd and 1Be.

### C. QUALITY CONTROL AND TESTING

- a) Sampling and testing shall be conducted in accordance with all AWWA, ANSI, and ASTM specifications.
- b) It shall be the bidder's responsibility to provide a Material Compliance Certificate of Analysis for each lot shipped to the CITY. The certified analysis shall be signed by an employee of the bidder and specify; % total iron, % ferrous iron, % free sulfuric acid, and liquid specific gravity. The Certificate of Compliance shall be in the possession of the bidder at the time of delivery.

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- c) It shall be the responsibility of the material transporter to provide a proper sample of the Liquid Ferric Sulfate being delivered for the analysis. The Liquid Ferric Sulfate sample shall be prepared in accordance with AWWA 8406-87 or latest revision. Each sample shall be labeled to identify its content, and the label signed by the person actually collecting the sample.

D. **MANUFACTURER** - The Bidder shall state, in his proposal, the name of the manufacturer of Liquid Ferric Sulfate, the bidder intends to supply. The bidder shall provide proof that the Liquid Ferric Sulfate to be provided is approved for potable water treatment, and meets the National Sanitation Foundation Standard 60. The Bidder shall list all raw materials used to produce Liquid Ferric Sulfate including suppliers name and location.

E. **PURCHASE AND DELIVERY**

- a) These specifications provide for the furnishing of Liquid Ferric Sulfate for potable water treatment, to Delivery shall be prepaid, FOB to the Claude H. Dyal WTP, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.
- b) Liquid Ferric Sulfate shall be delivered on an as-needed basis to the City of Cocoa, Florida **within three days (72 hours) of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order.
- c) Deliveries should be made between 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday) or as otherwise approved by the CITY.
- d) The CITY shall have sole discretion as to when deliveries are to be received.
- e) The Contractor shall be responsible for unloading chemicals with the supervision of plant personnel (pre-inspection of unloading facility is highly recommended). The Contractor shall provide a weight ticket with each delivery, which shows the weight of the chemical on the truck delivering the bulk shipment and the number of dry tons. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply.
- f) The Contractor shall ensure all hoses used in unloading of chemicals are in good condition. The bidder shall supply all necessary connectors and hoses required to off load the Liquid Ferric Sulfate shipment into the City's storage tanks. Any unauthorized discharge of chemical during the unloading process shall be contained and disposed of by the Contractor in accordance with all safety guidelines.
- g) The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the City. Failure to deliver at the time specified, or as amended in writing by the City or failure to make replacements of rejected chemicals shall constitute a breach of contract.
- h) All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:
  - Contractor(s) Name
  - Purchase Order and Call Order Number (release number)
  - Date of Delivery and Date of Order
  - Materials Furnished
  - Quantity, unit price and extension of each item, and total in accordance with the contract
  - Name of authorized representative ordering supplies
- i) A Contractor's delivery ticket will be signed in duplicate by the Contractor's designated representative. One copy will be given to the employee signing for the delivery and a second copy will

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be retained by the Contractor. If required by the City the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the City which may include fax a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information.

- j) Should the bidder deliver Liquid Ferric Sulfate which is subsequently determined to be out of compliance with the specification, the bidder shall immediately remove the rejected materials from all storage tanks on site and replace all of the Liquid Ferric Sulfate with materials which meet the requirements of this specification at no additional cost to the CITY. Shipping of Liquid Ferric Sulfate shall be by tank truck.

F. **BID PRICES** - The price quoted shall be firm and based on a per ton basis of Ferric Iron (Fe+3), delivered FOB to the CITY'S destination.

G. **QUANTITIES** – Approximately 167.00 dry tons (more or less) of dry Ferric Iron (Fe+3). The quantity specified is to be used for cost estimating purposes only and the CITY reserves the right to increase or decrease quantities shown without penalty.

H. **QUALIFICATION OF BIDDERS** - Bids will only be considered from manufacturers or manufacturers' authorized distributors of Liquid Ferric Sulfate. The authorized distributors must regularly maintain a substantial stock of Liquid Ferric Sulfate on inventory equal to twenty (20) truck deliveries and must be actively engaged in the sale of Liquid Ferric Sulfate. The authorized distributors must be supplying at least five (5) United States municipalities with Liquid Ferric Sulfate for drinking water treatment. The authorized distributor must submit with the bid request the required five (5) references with municipal contact name, telephone number and annualized quantity of Liquid Ferric Sulfate used. Satisfactory references are a requirement for the award of contract.

I. **EMERGENCY PLAN OF ACTION AND SAFETY TRAINING**

- a) The successful bidder shall provide, in writing an emergency contingency plan with appropriate telephone contacts, for the CITY to follow in case of an emergency supply of Liquid Ferric Sulfate is needed.
- b) The successful bidder shall supply, in writing, an emergency spill response plan with appropriate emergency response personnel names and telephone contact numbers (24-hour contact numbers). In addition, the proper spill response notification procedure, along with any form required by all local, state and federal regulatory agencies, shall be supplied by the bidder. This section in no way relieves the successful bidder of his responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the bidder shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Events" cleanup efforts. Should a spill or leak occur, caused by the bidders' personnel, equipment or method of delivery, bidder shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments of Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seg. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-To-Know Act of 1988, Ch 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State Rules and Regulations regarding bidder caused spills or releases shall be the sole

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responsibility of the bidder. The bidder shall hold the CITY harmless for any failure to properly report and/or comply with this provision.

- c) The successful bidder shall provide an appropriate safe handling training course, within the first month of contact, to all current Water Department operations/maintenance personnel and shall be available to conduct “refresher” courses or new employee training at six (6) month intervals during the contract period.

**J. MATERIAL SAFETY DATA SHEET SUBMITTAL**

- a) The following MSDS related documentation must be furnished to the City in Compliance with Chapter 442, Florida Statutes. The MSDS must accompany the first shipment for each Participating Public Agency request:
- A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
  - National Sanitation Foundation certification for the quoted chemical.
  - Chemical certificate of analysis for all chemicals.

- K. **TECHNICAL ASSISTANCE** - The bidder shall provide technical assistance, as needed, regarding the application of its product, and disposal and handling of the residual produced by the application of ferric sulfate in the water treatment process. The bidder shall provide this assistance at no charge to the CITY. Bidder shall provide technical research and reports as requested by the Water Department at no additional cost to the CITY.

**2. LIQUID SODIUM HYPOCHLORITE:**

- A. **GENERAL** – The Liquid Sodium Hypochlorite shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B300, Liquid Sodium Hypochlorite, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B300 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.

**B. PRODUCT**

- a) The Liquid Sodium Hypochlorite shall contain greater than or equal to 12.0 - 12.5% sodium hypochlorite by weight. This requirement is expressed in various ways in the table below

Trade Percent/Percent by Volume	12 – 12.5 %
Specific Gravity	1.159 – 1.169
pH	12.5 – 13.0
Iron	01 – 0.2 mg/L
Chlorate	500 – 1000 mg/L
Bromate	Not Detected

- b) The Liquid Sodium Hypochlorite shall have a Greenish-yellow liquid appearance.

**C. QUALITY CONTROL AND TESTING**

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- a) The Liquid Sodium Hypochlorite shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3<sup>rd</sup> party certification organization.
- b) If ANSI/NSF Standard 60 certification for Liquid Sodium Hypochlorite is ever revoked or lapses, the Contractor shall inform the City within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.
- c) All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

#### **D. PURCHASE AND DELIVERY**

- a) Delivery of Liquid Sodium Hypochlorite shall be made to the:
  - Jerry Sellers Water Reclamation Facility, 375 North Cocoa Blvd., Cocoa, Florida
  - Claude H. Dyal WTP, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.
- b) Liquid Sodium Hypochlorite is to be delivered on an as-needed basis to the City of Cocoa, Florida **within three days (72 hours) of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order.
- c) Deliveries should be made between 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday) or as otherwise approved by the CITY.
- d) The CITY shall have sole discretion as to when deliveries are to be received.
- e) The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:
  - 1) date of delivery,
  - 2) Bill of Lading/Weigh Slip Number
  - 3) gross weight of delivery vehicle and Liquid Sodium Hypochlorite in pounds,
  - 4) tare weight of delivery vehicle in pounds, and
  - 5) net weight of Liquid Sodium Hypochlorite in the delivery vehicle in pounds.
  - 6) Number of gallons
- f) The Contractor(s) shall ship the Liquid Sodium Hypochlorite to the City as a “bulk” liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.
- g) Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.
- h) The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.
- i) The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage tank along with the correct cam-lock fitting.
- j) The Contractor shall be responsible for unloading chemicals with the supervision of plant personnel (pre-inspection of unloading facility is highly recommended). The Contractor shall provide a weight ticket with each delivery, which shows the weight of the chemical on the truck delivering the bulk shipment and the number of pounds. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply.



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- k) The Contractor shall insure all hoses used in unloading of chemicals are in good condition. Any unauthorized discharge of chemical during the unloading process shall be contained and disposed of by the Contractor in accordance with all safety guidelines.
- l) The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the City. Failure to deliver at the time specified, or as amended in writing by the City or failure to make replacements of rejected chemicals shall constitute a breach of contract.
- m) A Contractor's delivery ticket will be signed in duplicate by the Contractor's designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the City, the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the City which may include fax a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information.
- n) Should the bidder deliver Liquid Sodium Hypochlorite which is subsequently determined to be out of compliance with the specification, the bidder shall immediately remove the rejected materials from all storage tanks on site and replace all of the Liquid Sodium Hypochlorite with materials which meet the requirements of this specification at no additional cost to the CITY.

E. **BID PRICES** - The price quoted shall be firm and based on a per ton basis of Liquid Sodium Hypochlorite, delivered FOB to the CITY'S destination.

F. **QUANTITIES**

- a) Although not guaranteed, the expected annual quantity of Liquid Sodium Hypochlorite per year at the **Dyal Water Treatment Plant, Wewahootee, and the Remote Booster Stations is 625,000 gallons.**
- b) Although not guaranteed, the expected annual quantity of Liquid Sodium Hypochlorite per year at the **Sellers Water Reclamation Plant is 196,000 gallons.**

G. **MATERIAL SAFETY DATA SHEET (MSDS) SUBMITTAL**

- a) The MSDS must accompany the first shipment for each Participating Public Agency request. The following MSDS related documentation must be furnished to the City in Compliance with Chapter 442, Florida Statutes:
  - 1. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
  - 2. National Sanitation Foundation certification for the quoted chemical.
  - 3. Chemical certificate of analysis for all chemicals.

### 3. **CARBON DIOXIDE:**

A. **GENERAL** - Material shall comply with the requirements of the Safe Drinking Water Act and other federal regulations for potable water.

B. **PRODUCT**

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- a) The Carbon Dioxide shall be colorless, odorless, nonflammable gas, weighing 1.977 g/L at 0 degrees Celsius. The Carbon Dioxide shall be suitable for use in the treatment of potable water and shall have a CO<sub>2</sub> content of 99.5% by weight.
- b) The Carbon Dioxide supplied shall contain no soluble inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water that has been properly treated with the chemical. The Carbon Dioxide supplied shall meet NSF/ANSI 60 Specifications

**C. PURCHASE AND DELIVERY**

- a) These specifications provide for the furnishing of Carbon Dioxide for potable water treatment, to Delivery shall be prepaid, FOB to the Claude H. Dyal WTP, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.
- b) Carbon Dioxide is to be delivered on an as-needed basis to the City of Cocoa, Florida **within three days (72 hours) of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order.
- c) Each Shipment shall be identified as to product, grade, net weight, name and address of the manufacturer and the brand name. All bulk shipments shall conform to applicable laws and regulations, including requirements established by the US Occupational Safety and Health Administration (OSHA) and US Department of Transportation

- D. BID PRICES** - The price quoted shall be firm and based on a per ton basis of Carbon Dioxide, delivered FOB to the CITY'S destination.

- E. QUANTITIES** Although not guaranteed, the expected annual quantity of Carbon Dioxide per year at the Dyal Water Treatment Plant is 2,110,000 lbs. per year.

**F. MATERIAL SAFETY DATA SHEET (MSDS) SUBMITTAL**

- a) The MSDS must accompany the first shipment for each Participating Public Agency request. The following MSDS related documentation must be furnished to the City in Compliance with Chapter 442, Florida Statutes:
  - 1. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
  - 2. National Sanitation Foundation certification for the quoted chemical.
  - 3. Chemical certificate of analysis for all chemicals.

**1.02 MINIMUM QUALIFICATIONS**

The City wishes to assess the respondent's experience with services that are similar to those that would be envisioned in the Scope of Services associated with this contract. To familiarize the City with the applicable work experience, each respondent shall provide the following information that documents the respondent's qualifications.



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The following minimum respondent qualifications have been established. Subject to the City's right to waive minor irregularities, Proposers that do not meet the mandatory minimum qualifications will be deemed non-responsive and will not be considered for further evaluation.

The Chemicals for this bid shall comply with the requirements of the Safe Drinking Water Act and federal requirement for potable water.

The proposer shall provide proof of the above minimum qualification by furnishing copies and or written documentation to substantiate meeting the requirements. Failure to provide said documentation with the respondent's proposal may be grounds for deeming the proposal unresponsive and removing it from further consideration.

### 1.03 PROJECT COMPLETION TIME

The initial term of the agreement will be for one (1) year with the option to extend for three (3) additional one (1) year periods.

### 1.04 SOLICITATION SCHEDULE (This schedule may be revised, as needed)

Tentative Schedule (all Local Times)	
Task	Date
ITB Released	Monday, 06/20/2022 at 8:00am EST
Pre-Bid Conference	N/A
Deadline for Questions	Friday, 07/01/2022 at 5:00pm EST
Bid Due Date and Time	Wednesday, 7/19/2022 at 3:00pm EST
Anticipated Notice of Intent to Award	Thursday, 08/04/2022
City Council Approval of Contract	Tuesday, 08/23/2022

## Section 2 INSTRUCTIONS TO BIDDERS

### 2.01 BID DOCUMENTS

The ITB documents may be obtained at no charge from the City's website at: VendorLink, LLC <https://www.myvendorlink.com>. The City of Cocoa's Purchasing & Contracts Division, its Website, and its service provider, VendorLink, LLC are the **only authorized** sources for obtaining solicitation documents. Solicitation documents and forms obtained from any other third-party source may be incomplete.

Bidders are encouraged to register as a vendor with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents

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without the express permission of the City is prohibited.

The City is not responsible for errors or document omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Purchasing & Contracts Division at (321) 433-8833. Important: The desire of the City to pursue bid submittals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.

## 2.02 BID SUBMITTAL AND DELIVERY

- A. Sealed bid submittals must be received in the City's Purchasing & Contracts Division no later than the date and time as specified herein. Bid submittals received after the stated date and time will not be accepted and will be returned unopened. Under no circumstances shall bids delivered after the time specified be considered. The City shall not be responsible for any occurrence for bid submittals delivered incorrectly or to the wrong address or location. No exceptions will be made. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis of a protest. Bid submittals shall be delivered to the below address in a sealed envelope or packaging material, plainly marked on the outside with the Bid Number, Title and opening date:

City of Cocoa  
 Attn: Purchasing & Contracts Division  
 65 Stone Street  
 Cocoa, Florida 32922

For your convenience, a **Solicitation Response Identification Label** has been provided to properly identify and affix to your ITB response.

- B. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope or packaging material addressed to the Purchasing & Contracts Division. Bids submitted by mail must be received by the Purchasing & Contracts Division by the time specified herein for the opening thereof.
1. Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Purchasing & Contracts Division when the services of the USPS are used, a Bidder or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.
  2. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing & Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up

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by the City will be placed in the City's callbox for pick-up and will not be delivered to or received by the Purchasing & Contracts Division until the next business day.

3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Bidder to ensure that Proposals are received in the Purchasing & Contracts Division by the due date and time. The City shall not be responsible for delays caused by any occurrence.

## 2.03 PUBLIC OPENING

- A. Bid submittals will be publicly opened by the Purchasing & Contracts Division on the due date and time, as specified herein, or as soon thereafter as possible. The Bidder's names, the Bid Total and verification of bond submittal, if applicable, will be announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.
- B. A bid summary of the Bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.
- C. Multiple Bids received for the same Work from an individual, firm or partnership, a corporation or association or other legal entity under the same or different names shall not be considered. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion shall not be considered.
- D. The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals.
- E. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda results in a material change.
- F. If the City elects to accept a Bid which does not acknowledge receipt of an addendum, the Bid shall be construed as though the addendum had been received and acknowledged by the Bidder.
- G. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum, shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

## 2.04 UNBALANCED BIDS

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As determined by the City and the Procurement Administrator's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

## 2.05 ON-LINE SERVICE PROVIDER DISCLAIMER

VendorLink, LLC has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. VendorLink, LLC is an independent entity and is not an agent or representative of the City. Communications to VendorLink, LLC do not constitute communications to the City.

## 2.06 SOLICITATION DOCUMENTS

The City of Cocoa Purchasing & Contracts Division, its website, and its service provider, VendorLink, LLC are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third-party source may be an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third-party source are advised to register with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

## 2.07 MANDATORY PRE-BID MEETING

**There will be no Pre-Bid conference held for this project.**

## 2.08 CONE OF SILENCE/LOBBYING

- A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Council Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.
- B. A lobbying black-out period commences upon the issuance of this solicitation document.
- C. If an award item is presented to City Council for approval or for a request to provide authorization to negotiate a Contract(s) and the City Council refers the item back to the City Manager, Purchasing & Contracts Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Council meets to consider the item for action.

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- D. Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Council member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

## 2.09 INTERPRETATIONS AND QUESTIONS

All questions and inquiries concerning procedural matters shall be directed to the Purchasing & Contracts Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Purchasing & Contracts Division, in writing, by the date stipulated in the tentative schedule in Section 1.

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 Purchasing & Contracts Division  
 65 Stone Street  
 Cocoa, Florida 32922  
 Phone: (321) 433-8833  
 Email: [purchasing@cocoafll.org](mailto:purchasing@cocoafll.org)

- A. It is the Bidder's responsibility to become familiar with and fully informed with the terms, conditions, and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your response after opening or for subsequent protest of award.
- B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Purchasing & Contracts Division.
- C. Any oral communications will not be authoritative and will not be binding on the City.
- D. It is the sole responsibility of the Bidder to contact the Purchasing & Contracts Division **prior** to submitting a bid submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each bid submittal.
- E. Addenda will be available to all proposers and will be uploaded to VendorLink, LLC on the Procurement website at: <http://www.myvendorlink.com>.

## 2.10 BID COMPLETENESS AND COMPLIANCE

Bid submittals shall contain the information as required in this solicitation. Failure to submit all information as requested, substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:


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- A. All items contained in the bid must be in total compliance with the specifications of this solicitation.
- B. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your signature on **Attachment, Bid Price Schedule and Acceptance of Bid Terms and Conditions**.

## 2.11 DETERMINING RESPONSIBILITY

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract. In determining responsibility, the following qualifications, in addition to price, may be considered:

- A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;
- B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;
- C. The quality of performance of previous contracts or services including previous performance with the City;
- D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;
- E. Quality Control Program.
- F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.
- G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,
- H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.
- I. Such other information as may be relevant or secured.

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## 2.12 BID FORMS/REPRODUCTION

- A. Bid Forms: All bids must be submitted on the City's standard solicitation forms and must include all applicable completed attachments included herein.
- B. Reproduction: Please submit one (1) bound original and one (1) on a USB containing the entire bid submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

## 2.13 BIDDER ACKNOWLEDGEMENT

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this ITB document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

## 2.14 BIDS TO REMAIN FIRM

All bids shall remain firm for ninety (90) Days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

## 2.15 COST OF SUBMITTAL

The Bidder understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Bidder and shall not be passed on to or be borne by the City. By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the City shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

## 2.16 IMPROPER IDENTIFICATION AND TIMELINESS

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner or for a bid submittal that is not properly addressed or identified. Bid submittals by email, telephone or fax shall be rejected as non-responsive regardless of where it is received.

## 2.17 CORPORATE STANDING AND AUTHORIZED SIGNATORY

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

- A. A copy of your Articles of Incorporation listing the approved signatories of the corporation.



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- B. A copy of a resolution listing the members of staff that are authorized signatories for the company.
- C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

## 2.18 PROPRIETARY INFORMATION

- A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Bidders should be aware the Invitation to Bid, and the responses thereto are in the public domain. Bidders are requested to identify specifically any information contained in their bid submittals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- B. A generic notation that information is "confidential" is not sufficient. Failure to provide the Purchasing & Contracts Division with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

## 2.19 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response, the Bidder certifies that in connection with this bid submittal:

- A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.
- C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

## 2.20 FAILURE TO COMPLY WITH BID INSTRUCTIONS

Failure to comply with any of the foregoing instructions, provide a bid submittal in the manner prescribed herein or any other essential element of this Invitation to Bid may be grounds for disqualification of your bid submittal.



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## 2.21 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Contracts Division, City of Cocoa, 65 Stone Street, Cocoa, Florida 32922, telephone (321) 433-8833, not later than seven (7) days prior to the date on which the accommodation is requested.

## 2.22 OFFICE OF RECORD

The City of Cocoa Purchasing & Contracts Division shall be the official “office of record” for all information transactions and data disbursements associated with this solicitation. The Purchasing & Contracts Division may be reached Monday through Friday between 8:00 A.M. to 5:00 P.M., Local Time via phone at (321) 433-8833.

## 2.23 MODIFICATION OR WITHDRAWAL OF BIDS

Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder’s bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after the public opening date.

## 2.24 CONFLICTS WITHIN SOLICITATION

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

## 2.25 JOINT VENTURES

All Bidders intending to submit a bid response as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Licensing Board and/or any other state or local licensing Agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

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## SECTION 3 SPECIAL CONDITIONS

### 3.01 BID SECURITY BOND – Not used

~~The Bid response shall be accompanied by a Bid Security Bond equaling five percent (5%) of the total Bid price. Failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non responsive resulting in the disqualification from further consideration of their Bid response. Please complete and submit **Bid Security Bond form, attached herein.**~~

~~A. The Bid Security Bond shall be submitted in the form of a Bid Bond in the amount of five percent (5%) of the total Bid price, made payable to the City of Cocoa, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.~~

- ~~1. The surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access [www.ambest.com](http://www.ambest.com).~~
- ~~2. In lieu of a Bid Bond, the Bidder may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of five percent (5%) of the total Bid price. Money orders and checks must be made payable to the City of Cocoa and shall accompany your bid submittal.~~
- ~~3. The terms of the ITB Security Bond shall be:~~
  - ~~a. The Bidder shall enter into an Agreement if awarded to the Bidder;~~
  - ~~b. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Bidder to enter into an Agreement if awarded to the Bidder; including the increased costs associated with awarding to the next most responsive, responsible Bidder and costs associated with conducting the Bid process and letting the Agreement;~~
  - ~~c. To promptly enter into an Agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and~~
  - ~~d. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as Bid Security Bond into an interest bearing account, shall be retained by the City.~~

~~B. Return of Bid Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the Bid Security Bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be held until award of this project and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.~~

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### **3.02 PERFORMANCE AND PAYMENT BONDS-Not Used**

### **3.03 TIME FOR COMPLETION AND LIQUIDATED DAMAGES-Not Used**

## **SECTION 4 GENERAL TERMS AND CONDITIONS**

### **4.01 AWARD OF CONTRACT**

Award will be made to the lowest, most responsive and responsible Bidder whose bid submittal meets the specifications for each chemical. A single award or multiple awards may be made as determined by the City and in accordance with Section 4.44 of this announcement.

1.01 The City shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the City Council. The City Attorney may review all contract documents. Other experts may be consulted to assist in this process.

1. The successful Bidder shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as outlined in this solicitation document.
2. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.
3. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

2.01 Failure to Execute the Agreement(s).

Failure on the part of the successful Bidder to execute the Agreement(s) as required will be just cause for the rescindment of the award. In the event that the City fails to contract with the lowest most responsive and responsible bidder, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

### **4.02 DAMAGES**

Areas adjacent to the construction site, which are damaged, shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of

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the City. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

#### 4.03 NOTICE TO PROCEED

The Work shall commence upon the issuance of Notice To Proceed (NTP) and shall remain in effect until such time as the Work acquired in conjunction with this solicitation, have been completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods.

#### 4.04 SUPERVISION

The City shall not exercise any supervision or control over the Bidder's employees performing services under an agreement. Said employees shall be accountable not to the City, but solely to the Bidder, who, in turn, is responsible to the City.

#### 4.05 FAILURE OF PERFORMANCE AND/OR DELIVERY

In cases where materials, goods or services are not properly delivered, performed and/or installed, the successful Bidder will either remedy the defect to the satisfaction of the City or be responsible for reimbursement of the difference to the City for the subsequent contractor selected to remedy the defect. Acceptance of materials, goods or services shall remain in the City's sole discretion.

Unsatisfactory work shall be corrected by the Bidder within twenty-four (24) hours of notification by the City. If the successful Bidder fails to perform as required per these specifications, or fails to deliver the item(s) or perform the work specified in these specifications, it shall compensate the City for any damages caused by the Bidder's failure to perform as stated herein.

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#### **4.06 PERFORMANCE EVALUATION**

At the end of the Contract, the receiving department may evaluate the successful bidder's performance. This evaluation will become public record.

#### **4.07 PROTECTION OF PROPERTY**

At all times, the successful Bidder shall safe-guard City property from damage or loss and shall replace or repair any loss or damage unless such damage is caused by the City. The City may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the successful Bidder or the Bidder's agents.

#### **4.08 SERVICE REQUIREMENTS**

The successful Bidder shall provide sufficient staff, resources, and facilities to ensure that the City's business is handled in a timely manner. If the Bidder is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the purchase order and award the project to another Bidder.

#### **4.09 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

By submission of a bid in response of this solicitation, the Bidder certifies that all material, equipment, etcetera; contained in the bid submittal meets all OSHA requirements. Bidder further certifies that if they are the successful Bidder, and the material, equipment, etcetera; delivered is subsequently found to be deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the material, equipment, etcetera; into compliance with the aforementioned requirements shall be borne by the successful Bidder.

#### **4.10 WARRANTY**

In accordance with Article 15.00 of the Agreement(s) to be executed by the successful Bidder, the Contractor together with his surety unconditionally guarantee all Contractor furnished materials, equipment and workmanship incorporated in the Work for a period of not less than one (1) year after the date of final acceptance of the Work by the City. (This warranty shall be exclusive of all manufacturer's guarantee or warranties exceeding this period). Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful Bidder shall repair or replace same at no cost to the City, immediately upon written notice from the City's authorized representative.

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#### 4.11 INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES

Inspection and acceptance of goods/services will be at the destination, unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the successful Bidder until accepted by the requesting Division/Department/Office of the City, unless loss or damage results from negligence by the City or the requesting Division/Department/Office.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to Section 218.70, Florida Statutes, until such time as the successful Bidder takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

#### 4.12 NON-EXCLUSIVE CONTRACT

Award of this project shall impose no obligation on the City to utilize the successful Bidder for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

#### 4.13 MATERIAL DEVIATIONS

The City of Cocoa has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall" (except to indicate simple futurity) in the bid indicates a requirement or condition, which must be met. The City of Cocoa may, at its sole discretion, waive requirements or conditions if the conditions are determined to be non-material. A deviation from a requirement is material when the deficient response is not in substantial accord with the bid requirements, provides an advantage to one bidder, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Bidder, or for the cost to City of Cocoa. Material deviations cannot be waived.


#### 4.14 OWNERSHIP OF DOCUMENTS

All documents resulting from this solicitation shall become the sole property of the City. All bid submittals received from Bidders in response to the solicitation will become the property of the City and will not be returned to Bidders. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

#### 4.15 PUBLIC RECORDS COMPLIANCE

The City is a public agency subject to Chapter 119, Florida Statutes. In addition, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.



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The successful Bidder/Contractor agrees to comply with Florida's Public Records Law. As such the following language applies effective July 1, 2016 and shall be included in the awarded agreement:

- A. The parties specifically acknowledge that this agreement is subject to the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:
1. Keep and maintain all public records required by the City to perform the services herein; and
  2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
  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 agreement Term and following completion of the agreement if the Contractor does not transfer the records to the City; and
  4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services herein. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.
- B. All requests to inspect or copy public records relating to the agreement shall be made directly to the City. Notwithstanding any other provision of this agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the agreement, without penalty to the City. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.
- C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: CARIE SHEALY, CMC, CITY CLERK, AT 321-433-8484, cshealy@cocoafl.org, 65 Stone Street, COCOA, FLORIDA 32922.**

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#### **4.16 FUND AVAILABILITY**

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Cocoa abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

- A. Multi-Year Contracts and Appropriation of Funds (if applicable), Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Council.
- B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

#### **4.17 PROMPT PAYMENT ACT**

Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

#### **4.18 PURCHASING CARD PROGRAM**

The City of Cocoa offers an e-Payables program to contractors as an optional payment method. This is not a requirement. If the successful Bidder is interested or desires additional information, please indicate in your bid submittal.



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#### 4.19 INVOICES/APPLICATION FOR PAYMENT

- A. Final approved Applications for Payment shall be delivered to the City of Cocoa, Attention: Accounts Payable, City of Cocoa, 65 Stone Street, Cocoa, Florida, 32922. Applications for Payment should include all Work completed through the end of the month.
- B. Dispute Resolution: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Purchasing & Contracts Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute or stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Administrator shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

#### 4.20 W-9 FORM

All Proposers shall furnish a completed W-9 with their bid or proposal submittal. A tax identification number is required to do business with the City.

#### 4.21 MOST FAVORED CUSTOMER

The City seeks and demands to be the most favored customer of each Bidder who does business with the City. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the City's under similar terms and conditions. The successful Bidder agrees to provide the City discounts from the Bidder's commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.

#### 4.22 PRICE REDUCTION CLAUSE

The City will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The City shall request a price reduction from the date that the violation took place. The successful Bidder will owe the City a discount proportionately equal to that given the most favored customer.

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#### **4.23 PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES**

All bidders submitting a response to this solicitation agree that such response also constitutes a bid in accordance with the terms of the solicitation to all political subdivisions of Brevard County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the bidder. Each governmental agency shall be responsible for its own purchases and shall be liable for materials and /or services received by it.

#### **4.24 ESTIMATED QUANTITIES**

This ITB may contain estimated quantities for purposes of providing unit prices. These numbers, which may be approximate, are subject to variation in the field. The City cannot guarantee that estimated quantities will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the Bidder agrees to do the work at the unit price whether the quantities are increased or decreased.

#### **4.25 FOREIGN CORPORATION**

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Cocoa.

#### **4.26 PUBLIC EMERGENCIES**

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Cocoa shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Cocoa are protected from any emergency that threatens public health and safety as determined by the City. The Bidder agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the City with products and/or services not under the awarded Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

#### **4.27 SPECIFICATIONS/DEVIATIONS**

Specifications listed herein describe the expected minimum standards. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid response. If

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a Bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Purchasing & Contracts Division prior to the bid due date and time.

- A. The determination as to whether any alternate good or service is or is not equal shall be made solely by the City and such determination shall be final and binding upon all bidders. The City reserves the right to request and review additional information to make such a determination.
- B. The Bidder shall be responsible for carefully reading and understanding the requirements and specifications. Unless the bid is in response to a brand name or equal” requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an issued addendum to this ITB solicitation. Any goods or services that are not in compliance with the specifications will not be accepted.

#### **4.28 PERMITS, LICENSES AND FEES**

At its sole expense, any required federal, state, and local permits, licenses, and/or occupational fees required, except for permits provided by the City, shall be the responsibility of the Bidder. The City will not entertain separate payment for these items.

#### **4.29 SUB-CONTRACTORS**

Bidders must list any sub-contractors that shall be used to accomplish the scope of services. Please complete and submit **Schedule of Proposed Subcontractor Participation**. If no subcontractors are going to be used, check the box for “No Subcontracting (of any kind) will be utilized on this project” at the top of the form.

#### **4.30 TAXES**

The City of Cocoa is a municipality corporation existing under the laws of the State of Florida. As such, the City does not pay State of Florida Sales Tax. The City’s State Tax exemption number is 85-80126215485C-8 and the Federal Employee Identification Number is 59-6000292. The City’s sales tax exemption does not apply to goods and services purchased separately by the successful Bidder in connection with its fulfillment of its contractual obligations with the City. The successful Bidder shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded Agreement as a result of this solicitation.

#### **4.31 COMPLIANCE WITH ALL LAWS AND VENUE**

At its sole expense, any contractual arrangement between the City and the proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in

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effect at the time of award and execution of an Agreement or are adopted at any time following the execution of the awarded Agreement. All legal actions hereunder shall be conducted only in the circuit court in Brevard County or federal court in the Middle District of Florida, Orlando Division; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

#### **4.32 NEW PRODUCT**

Any and all products and materials provided under this bid shall be new and unused.

#### **4.33 EQUAL OPPORTUNITY**

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All Bidders are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the City's Equal Employment Opportunity policy is available upon request.

#### **4.34 PUBLIC ENTITY CRIMES**


As required by Section 287.133, Florida Statutes, the Bidder warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Bidder further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Bidder certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.

#### **4.35 SOVEREIGN IMMUNITY**

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded Agreement, nothing contained in this solicitation and/or the resulting awarded Agreement shall be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City shall not be liable under this solicitation and/or the resulting awarded Agreement for punitive damages or interest for the period before judgment. Further, the City is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the City arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded Agreement.

#### **4.36 RIGHT TO CANCEL OR REJECT**

- A. A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the City may be rejected, by the Procurement Administrator, in whole or in part, without recourse, when it is in the best interest of the City in accordance with the Section 5.14 of City of Cocoa Purchasing

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Policy. As the best interests of the City of Cocoa may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Bidder agrees that the City has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced with any Bidder. The City also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.

- B. The City reserves the right to accept or reject any or all bids/proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.
- C. The City also reserves the right to reject the bid submittal from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not able to perform the contract.

#### **4.37 ADDITIONAL INFORMATION**

The City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

#### **4.38 UNIT PRICE ACCURACY**

Please check the stated unit prices before submitting the bid as no change in prices shall be allowed after opening. All prices and notations must be in ink or typewritten. In cases of extended price irregularities, unit pricing shall prevail. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is required by the bid documents, for each scheduled item of Work, as well as the total bid amount for the entire Work to be completed under the Agreement. Please note that the City reserves the right to clarify and correct extended amount errors.

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#### 4.39 MATHEMATICAL ERRORS

- A. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.
- B. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
- C. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting their bid.
- D. Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the City using these standards.

#### 4.40 UNBALANCED BIDDING PROHIBITED

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the City such variation does not appear to be justified given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

- A. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
- B. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Bidders for the same line item unit costs.
- C. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its bid. The City reserves the right to deem any presumptive unbalanced bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

#### 4.41 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front-loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.



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In the event City determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptive front-loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

#### **4.42 REASONABLE PRICES**

A reasonable unit price must be submitted for each work element. In the event any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

#### **4.43 DELIVERY**

Unless otherwise specified, prices shall be firm, net delivered and installed at construction or project site. Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

#### **4.44 SPLIT AWARD**

The City reserves the right to make an award to one Bidder, to split the award between two or more Bidders, or to withhold award of individual items, as may be in the best interest of the City. The City may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

#### **4.45 BID PRICE SCHEDULE**

Each Bidder shall furnish the information required on **the Bid Price Schedule** and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

#### **4.46 BID TABULATION**

The bid tabulation will be posted on the City of Cocoa website via VendorLink, LLC at: <http://www.myvendorlink.com>. Proposers may email the Purchasing & Contracts Division, [purchasing@cocoafl.org](mailto:purchasing@cocoafl.org) for results.

#### **4.47 BIDDER'S SPECIFICATIONS AND NOT BIDDING**

- A. Each Bidder shall make accurate and clear statements in their bid response.
- B. Where more than one (1) item is listed, any items not bid upon shall be indicated as "NO BID".

#### **4.48 PRE-AWARD INSPECTION**

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Prior to the award, the City reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the City.

#### **4.49 EXISTING PERMITS AND IDENTIFICATION NUMBERS**

Any and all permits, state licenses, including, but not limited to, Department of Environmental Protection (EPA), and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the City upon request.

#### **4.50 DRUG-FREE WORKPLACE PREFERENCE**

Certification of an implemented drug-free workplace program must be included with the ITB response when submitted. If your firm has implemented a drug-free workplace program, please complete **Attachment Drug-Free Workplace Certification** and include with your ITB response.

#### **4.51 CONFLICT OF INTEREST**

All Bidders must disclose, with their bid submittal, the name of any officer, director, or agent who is also an officer or employee of the City of Cocoa. Furthermore, all Bidders must disclose the name of any City of Cocoa officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Bidder or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with the Section 2.1, Conflict of Interest of as per the City of Cocoa Purchasing Policy. Complete and submit, the **Conflict-of-Interest Statement** and non-collusion statement with your bid response. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

#### **4.52 NON-COLLUSION/LOBBYING CERTIFICATION**

All Bidders submitting a Bid, certify that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the bid submittal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Council, City Manager or any City employee in connection with the awarded agreement as a result of this solicitation process.

#### **4.53 CONSTRICTING CONDITIONS**

No additional terms and conditions included within the bid submittal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the



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general and special conditions in this solicitation are the only conditions applicable to this bid submittal and the Bidder's authorized signature affixed to the bid submittal signature section attests to this. When completing your bid submittal, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's solicitation document. Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the City's solicitation.

#### **4.54 DEBARRED BIDDERS**

The City reserves the right to suspend award, withhold award, rescind award, or forego award to any Bidder or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be at the City's sole determination, as to the desirability of contracting with a Bidder or contractor who has been debarred from doing business with any public entity.

#### **4.55 NOTICES OF INTENT**

The Purchasing & Contracts Division shall publicly post a Notice of Intent to Award for a minimum period of three (3) business days on the City of Cocoa's website via VendorLink, LLC at: <http://www.myvendorlink.com>.

#### **4.56 PROTESTS AND APPEALS**

- A. Any prospective Bidder or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Administrator. The protest must be received in the Purchasing & Contracts Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Cocoa Purchasing Policy.
- B. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Purchasing & Contracts Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld in accordance with Section VIII of the Cocoa Purchasing Policy. The decision of the City Council shall be final and conclusive.

#### **4.57 SCRUTINIZED COMPANIES**

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is

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engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

#### 4.58 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, the following: acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the parties.

#### 4.59 INSURANCE REQUIREMENT

- A. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt with your bid submittal.
- B. The successful Bidder shall provide original Certificates of Insurance, evidencing coverage as required, in **the Insurance Requirements attached herein** to the Purchasing & Contracts Division within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the City and shall name the City of Cocoa as a Certificate Holder/Additional Insured.
- C. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

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	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

#### **4.60 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the Bidder must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Bidder must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

#### **4.61 AUDITS AND RECORDS**

Before or after an agreement is prepared and executed, the successful Bidder may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful Bidder must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this ITB document and submit reports to the City in the form and frequency requested. The successful Bidder must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be always subject to inspection, review, or audit by the City or its designee. The successful Bidder shall include these audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Bidder with any party for work required in the performance of this project.

#### **4.62 INDEPENDENT CONTRACTOR AND LIABILITY**

The successful Bidder and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful Bidder shall not be an agent of the City, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful Bidder’s employees and sub-consultant employees are not, and while performing any of the Services, shall not be deemed to be, employees of the City.

Bidders are advised that the City will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The City will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered non-responsive and the Bidder non-responsive, and, as such, the bid will not be accepted by the City.

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#### 4.63 INDEMNIFICATION

- A. Indemnity: The successful Bidder shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees where recoverable by law, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Bidder, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the awarded Agreement. The successful Bidder recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful Bidder of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the awarded Agreement. The successful Bidder shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.
- B. Copyright Infringement: The successful Bidder shall guarantee that all services performed under the awarded Agreement will be free from claims of patent, copyright or trademark infringement. The successful Bidder shall defend, indemnify and hold the City and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Bidder of any third-party trade secret in connection with any of the foregoing.

#### 4.64 CHANGES, MODIFICATIONS AND WAIVER

- A. Changes: The City reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.
- B. Modifications: In additions to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in the City.
- C. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver of a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

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#### 4.65 ASSIGNMENT

The successful Bidder will not be permitted to assign its contract with the City, or to sub-contract any of the work requirements to be performed, without prior written approval from the City.

#### 4.66 TERMINATION


- A. Termination for Convenience: The City may at any time give ten (10) days written notice to the successful Bidder of the termination of the agreement, in whole or in part, for the City's convenience and without cause.
- B. Default by the successful Bidder and the City's Remedies: In the event of a default by the successful Bidder, the City shall have the right to exercise any remedy the City may have by operation of law, without limitation, and without any further demand or notice.
- C. Bankruptcy or Insolvency: If the successful Bidder files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder is appointed in any proceeding brought by or against the successful Bidder, or if the successful Bidder makes an assignment for the benefit of creditors, or proceedings are commenced on or against the successful Bidder's operations, the City reserves the right to terminate this Agreement immediately.
- D. Payment when Agreement is Terminated:
  - 1. In the event of termination by the City for convenience, the City shall compensate the successful Bidder for all goods furnished prior to the effective date of termination.
  - 2. In the event of termination due to the fault of the successful Bidder or at the written request of the successful Bidder, the City shall compensate the successful Bidder for all goods furnished, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the City. All such payments shall be subject to an off set for any damages incurred by the City resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the successful Bidder.

#### 4.67 ATTACHMENTS AND EXHIBITS

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

#### 4.68 OWNERSHIP AND RIGHTS IN DATA

Any work, product or deliverable report provided to the City as a result of work performed while under contract shall be considered the property of the City and may be used in any fashion the City deems

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appropriate. The City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful Bidder pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

#### 4.69 ADMINISTRATIVE PROVISIONS

In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.


#### 4.70 TIE BIDS

When all considerations of a bid or proposal are equal and the City must break the tie, the Procurement official may consider any or a combination of the following factors in order to break the tie:

1. Priority will be given to the respondent certifying that their firm has a *Drug-Free Workplace Program* published at the time of the issuance of the solicitation. Respondents will be required to provide a copy of their Drug-Free Workplace Program published at the time of the issuance of the submittal;
2. If still tied, consideration shall be given to the Respondent with lowest price submittal amongst the tied proposals;
3. Best and Final Offer - Within 24 hours of a request by the City, tie bidders shall submit a *Best and Final offer*;

If the above options are not practical or do not result in breaking the tie, the Procurement official may utilize a flip of the coin to resolve the tie. If time permits, the bidders involved shall be given an opportunity to attend the coin flip. At least one (1) person shall witness the coin flip, and the contract file shall contain the name(s) and address(es) of the witness(es) and the person supervising the coin flip.



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**Attachment "A"**  
**Statement of "No Bid Submittal"**

If you do not intend to submit on this requirement, please complete and return this form prior to the date shown for receipt of proposals to: City of Cocoa, Purchasing & Contracts Division, 65 Stone Street, Cocoa, Florida 32922.

I/WE HAVE DECLINED TO SUBMIT A BID for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Bid requirements too "restrictive".
	Insufficient time to respond to the Invitation to Bid.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

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Company Name:

---

Mailing Address:

---

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_ FEIN: \_\_\_\_\_

Authorized Signatory

Printed Name

\_\_\_\_\_  
 \_\_\_\_\_

Title

Date

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**Attachment “B”  
Insurance Requirements**

- A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	\$1,000,000.00
a) Automobile Bodily Injury and	\$ 500,000.00
b) Automobile Property Damage	\$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	\$1,000,000.00
b) Aggregate combined limit (policy year)	\$2,000,000.00
Commercial General Liability	
a) Each Occurrence	\$1,000,000.00
b) Medical Expense (Any one Person)	\$ 5,000.00
c) Personal & Adv. Injury	\$1,000,000.00
d) General Aggregate	\$2,000,000.00
e) Products – Comp/OP AGG	\$2,000,000.00
Worker’s Compensation	\$1,000,000.00

Worker’s Compensation: Employers’ liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

- C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the “City of Cocoa” as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.



	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
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D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:

City of Cocoa  
 c/o Administrative Services Director  
 65 Stone Street  
 Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

**\*NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 Stone Street, Cocoa, Florida 32922**

- E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.
- G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.
- H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

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\_\_\_\_\_  
AFFIANT SIGNATURE

\_\_\_\_\_  
Typed Name of AFFIANT


\_\_\_\_\_  
Title

The foregoing instrument was executed before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC  
STATE OF \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

*The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.*

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**  
 ☞ Failure to submit this form may be grounds for disqualification of your submittal ☞

	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
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**Attachment "C"**  
**Addendum Receipt Acknowledgement Certification**

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_


Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

\_\_\_\_\_ FEIN: \_\_\_\_\_

Authorized Signatory \_\_\_\_\_ Printed Name \_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**  
**☞ Failure to submit this form may be grounds for disqualification of your submittal ☞**

	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
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**Attachment "D" Not Used**  
**Bid Security Bond**

BOND NO: \_\_\_\_\_

**(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)**

KNOW ALL MEN BY THESE PRESENTS: That the undersigned \_\_\_\_\_

as Principal, and, \_\_\_\_\_  
 as ~~Surety~~, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION is such that if Principal:

1. Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa \_\_\_\_\_ titled \_\_\_\_\_ for a period of (180) calendar days after the date on which the bids are opened; and
2. Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_


~~THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.~~

Contractor Name: \_\_\_\_\_ (Affix Contractor's Corporate Seal Above)

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E mail Address: \_\_\_\_\_

\_\_\_\_\_  
 Authorized Signatory Printed Name Title Date

	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
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STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED \_\_\_\_\_, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF \_\_\_\_\_, TO REPRESENT \_\_\_\_\_ OF \_\_\_\_\_,

A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF \_\_\_\_\_ (THE "SURETY").

SAID \_\_\_\_\_ FURTHER CERTIFIES THAT AS AGENT FOR THE SAID \_\_\_\_\_ THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "F" BID PRICE SCHEDULE, ON BEHALF OF \_\_\_\_\_, TO THE CITY OF COCOA COVERING \_\_\_\_\_ titled \_\_\_\_\_ IN COCOA, FLORIDA.

\_\_\_\_\_  
NOTARY PUBLIC \_\_\_\_\_

\_\_\_\_\_  
STATE OF \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

Surety Name: \_\_\_\_\_ (Affix Surety's Corporate Seal Above)

_____ Attorney in Fact for	_____ Printed Name of	_____ Florida Licensed Agent	_____ Printed Name of	_____ License Surety
_____ Signature	_____ Attorney in Fact	_____ Signature	_____ Licensed Agent	_____ Number

Surety Mailing Address: \_\_\_\_\_ Agent Mailing Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
Fax Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**

**☞ Failure to submit this form may be grounds for disqualification of your submittal ☞**



City of Cocoa   Finance Department   Purchasing & Contracts Division	Solicitation No: <b>B-22-12-COC</b>
65 Stone Street, Cocoa, FL 32922	
Phone: 321-433-8486, or extension 8844   Fax: 321-433-8690	Due Date: <b>July 19, 2022@ 3:00PM</b>
<b>INVITATION TO BID (ITB)</b>	
<b>TITLE: Water and Wastewater Treatment Chemicals</b>	

**Attachment "E"**  
**Bid Price Schedule and Acceptance of Terms and Conditions**

Item	Description <sup>1</sup>	Unit of Measure	Estimated Quantity	Unit Price <sup>2</sup>	Delivery Days <sup>3</sup>
1	Ferric Sulfate (Dry Ferric Iron (FE+3), 12%-14% ferric iron, soluble)	Dry Ton	167.00/Year		
2	Liquid Sodium Hypochlorite, 12.0% -12.5%	Gallon	821,000/Year		
3	Carbon Dioxide, 99.5%	Pound	2,110,000/Year		

1-See specifications section for detailed chemical requirements

2-Unit price is to be quoted as delivered price which is inclusive of freight and "other" charges. Enter N/A if not bidding on this item.

3-Anticipated number of days to deliver after order is placed

The undersigned also agrees as follows:

- 1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within sixty (60) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order.
- 2) Contract shall continue for one (1) year with two (2) options to renew this Contract for one (1) additional years, for a total of three (3) years.

Proposer/Contractor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory Printed Name FEIN: \_\_\_\_\_ DUNS: \_\_\_\_\_

\_\_\_\_\_  
Title Date CAGE Code: \_\_\_\_\_  
As issued through [www.sam.gov](http://www.sam.gov)


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

The foregoing instrument was executed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_

(stamp)

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**  
☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
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<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

**Attachment "F"-Not Used  
Trench Safety Certification**

~~Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.~~

~~If trench excavation is required on the Project more than 5 feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5 feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.~~

Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____

~~(Attach Separate Sheet if Necessary)~~

~~If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).~~

~~By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.~~

Bidder/Contractor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

\_\_\_\_\_ FEIN: \_\_\_\_\_


Authorized Signatory \_\_\_\_\_ Printed Name \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**

**☛ Failure to submit this form may be grounds for disqualification of your submittal ☛**

	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

**Attachment "G"**  
**Certificate of Non-Segregated Facilities**

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US \$10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US \$10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail Address:

\_\_\_\_\_

\_\_\_\_\_ FEIN:

Authorized Signatory

Printed Name

Title

Date

\_\_\_\_\_

\_\_\_\_\_

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**

☛ Failure to submit this form may be grounds for disqualification of your submittal ☛



	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number: ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date: July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

**Attachment “H”  
Drug-Free Workplace Certification**

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

- A. 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.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' 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.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- D. In the statement specified in the first paragraph, 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.
- E. 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.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

\_\_\_\_\_  
AFFIANT SIGNATURE

\_\_\_\_\_  
Typed Name of AFFIANT

\_\_\_\_\_  
Title


	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

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

The foregoing instrument was executed before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
 NOTARY PUBLIC, State of \_\_\_\_\_

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**  
 ☞ Failure to submit this form may be grounds for disqualification of your submittal ☞

	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)**

**Attachment “I”**

**Conflict of Interest and Non-Collusion Statement**

- A. This sworn statement is submitted with ITB, or Contract Number **B-22-12-COC, Water and Wastewater Treatment Chemicals**


This sworn statement is submitted by \_\_\_\_\_ whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ of the individual signing this sworn statement: \_\_\_\_\_.

My name is \_\_\_\_\_ and my relationship to the above entity is \_\_\_\_\_.

[Please print name of individual signing]

**B. CONFLICT OF INTEREST**

- A. The entity hereby submits a proposal/offer to ITB # \_\_\_\_\_ for \_\_\_\_\_ Services.
- B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- G. I hereby also certify that no member of the entity’s ownership or management or staff has a vested interest in any City Division/Department/Office.
- H. I certify that no member of the entity’s ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.
- I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

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<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

**C. NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

**D. LOBBYING CERTIFICATION**

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

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member or Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

\_\_\_\_\_  
 AUTHORIZED SIGNATURE

\_\_\_\_\_  
 Typed Name of AUTHORIZED SIGNATORY


\_\_\_\_\_  
 Title

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

The foregoing instrument was executed before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
 NOTARY PUBLIC, State of \_\_\_\_\_

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**  
 ☞ Failure to submit this form may be grounds for disqualification of your submittal ☜

	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

**Attachment “J”**  
**Organizational Information**

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

- A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
- B. A copy of a resolution listing the members of staff as authorized signatories for the company.
- C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Non-Profit
<input type="checkbox"/>	Joint Venture	<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Other (Please specify)
State of Incorporation					
Principal Place of Business (Enter Address)					
Federal I.D Number					


By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

---

Mailing Address:

---

	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_


\_\_\_\_\_  
 Authorized Signatory

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**  
**☛ Failure to submit this form may be grounds for disqualification of your submittal ☛**


	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

**Attachment "K"**  
**Proposed Schedule of Subcontractor Participation**

<input type="checkbox"/> <b>No Subcontracting (of any kind) will be utilized on this project.</b>		<b>Solicitation Number: B-22-12-COC</b>	
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		<b>Total Project Amount: \$</b>	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID			Dollar Value
<b>PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION</b>			
<b>PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION</b>			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

Bidder/Contractor

Name:

Mailing

Address:

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail Address:

\_\_\_\_\_ FEIN:

Authorized Signatory

Printed Name


Title

Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**

☞ **Failure to submit this form may be grounds for disqualification of your submittal** ☞



	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

### Attachment "L"

#### References


The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #4:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #5:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
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**Attachment "M"- Not Used**  
**Truth-in-Negotiations Certification**

~~For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety Five Thousand and 00/100 Dollars (\$195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.~~

~~Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.~~

~~Proposer/Contractor Name:~~

\_\_\_\_\_

~~Mailing Address:~~

\_\_\_\_\_

\_\_\_\_\_

~~Telephone Number:~~ \_\_\_\_\_ ~~Fax Number:~~ \_\_\_\_\_ ~~E-mail Address:~~ \_\_\_\_\_

\_\_\_\_\_ ~~FEIN:~~ \_\_\_\_\_

~~Authorized Signatory~~ \_\_\_\_\_ ~~Printed Name~~ \_\_\_\_\_

\_\_\_\_\_

~~Title~~ \_\_\_\_\_ ~~Date~~ \_\_\_\_\_

~~STATE OF~~ \_\_\_\_\_

~~COUNTY OF~~ \_\_\_\_\_

\_\_\_\_\_

~~The foregoing instrument was executed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by~~

~~\_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_~~

~~\_\_\_\_\_, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced \_\_\_\_\_ as identification.~~

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
 NOTARY PUBLIC, State of \_\_\_\_\_

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**

☛ **Failure to submit this form may be grounds for disqualification of your submittal** ☛

	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

**Attachment “N”**  
**Solicitation Response Identification Label**

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.


City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1<sup>st</sup> Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

**PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE.**

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂-----

<b>**DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION**</b>	
ATTENTION: <b>PURCHASING &amp; CONTRACTS DIVISION</b>	
SOLICITATION NUMBER: <b>ITB B-22-12-COC</b>	
TITLE: Water and Wastewater Treatment Chemicals	
SOLICITATION DUE DATE: 07/19/2022    TIME: 3:00pm Local Time	
FROM:	_____
	_____
	_____
DELIVER TO:	City of Cocoa Purchasing & Contracts Division 65 Stone Street Cocoa, Florida 32922
<b>**DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION**</b>	

	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

**Attachment "O"**

**Contractor Certification Regarding Scrutinized Companies**

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_


Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
 Signatory Printed Name FEIN: \_\_\_\_\_ Authorized

\_\_\_\_\_  
 Title Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**

☞ **Failure to submit this form may be grounds for disqualification of your submittal** ☞

	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

## Attachment "P"

### E-Verify Contractor Affidavit

I hereby certify that \_\_\_\_\_ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of officer or agent, title of officer or agent) of \_\_\_\_\_ (name of corporation acknowledging) , a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
 [Notary Seal] Notary Public

\_\_\_\_\_  
 Name typed, printed, or stamped  
 My Commission Expires: \_\_\_\_\_

**PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE**  
**PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED**  
 ☞ Failure to submit this form may be grounds for disqualification of your submittal ☞

## EXHIBIT C

Thatcher Chemical of Florida, Inc. Response  
Publicly Opened July 19, 2022





City of Cocoa   Finance Department   Purchasing & Contracts Division	Solicitation No: B-22-12-COC
65 Stone Street, Cocoa, FL 32922	
Phone: 321-433-8486, or extension 8844   Fax: 321-433-8690	Due Date: July 19, 2022@ 3:00PM
INVITATION TO BID (ITB)	
TITLE: Water and Wastewater Treatment Chemicals	

**Attachment "E"**  
**Bid Price Schedule and Acceptance of Terms and Conditions**

Item	Description <sup>1</sup>	Unit of Measure	Estimated Quantity	Unit Price <sup>2</sup>	Delivery Days <sup>3</sup>	Manufacturer:
1	Ferric Sulfate (Dry Ferric Iron (FE+3), 12%-14% ferric iron, soluble)	Dry Ton	167.00/Year	<del>\$2,355.00</del> <del>\$471.00</del>	3	Thatcher Chemical of Florida, Inc.
2	Liquid Sodium Hypochlorite, 12.0%-12.5%	Gallon	821,000/Year	No Bid	N/A	
3	Carbon Dioxide, 99.5%	Pound	2,110,000/Year	No Bid	N/A	

1-See specifications section for detailed chemical requirements

2-Unit price is to be quoted as delivered price which is inclusive of freight and "other" charges. Enter N/A if not bidding on this item.

3-Anticipated number of days to deliver after order is placed

The undersigned also agrees as follows:


- 1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within sixty (60) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order.
- 2) Contract shall continue for one (1) year with two (2) options to renew this Contract for one (1) additional years, for a total of three (3) years.

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

Proposer/Contractor Name: Thatcher Chemical of Florida, Inc.

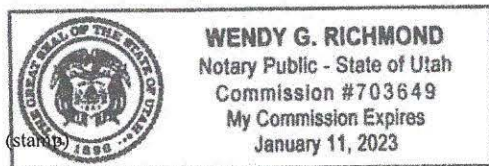
Mailing Address: P. O. Box 27407, Salt Lake City, UT 84127-0407

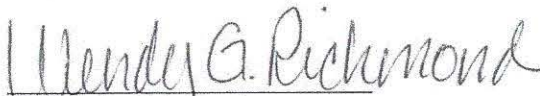
Telephone Number: (386) 490-1638 Fax Number: (386) 490-1641 E-mail Address: mike.jackson@chem.com;  
wendy.richmond@tchem.com

 Craig N. Thatcher FEIN: 26-1375349 DUNS: 00-419-6733  
Authorized Signatory Printed Name  
C.E.O. July 15, 2022 CAGE Code: 6YFW4  
Title Date As issued through www.sam.gov

STATE OF UTAH  
COUNTY OF SALT LAKE

The foregoing instrument was executed before me this 15th day of July, 2022, by Craig N. Thatcher as C.E.O. of Thatcher Chemical of Florida, Inc. who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced \_\_\_\_\_ as identification.



  
Wendy G. Richmond  
NOTARY PUBLIC, State of Utah

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**  
Failure to submit this form may be grounds for disqualification of your submittal



# THATCHER CHEMICAL OF FLORIDA, INC.

P. O. Box 489, Deland, FL 32721-0489



Phone (386) 490-1638

Fax (386) 490-1641

July 22, 2022

Brian Dale  
Purchasing Manager  
65 Stone Street  
Cocoa, FL 32922  
(321) 433-8833  
[bdale@cocoaf.fl.gov](mailto:bdale@cocoaf.fl.gov)

RE: ITB B-22-12-COC Ferric Sulfate 13%

Mr. Dale:

Due to a misunderstanding of how the price of Ferric Sulfate for this bid was to be submitted we calculated our submission as dry tons of Ferric Sulfate. We were informed of this error and would like to submit a correction to our bid calculated in dry tons of Ferric Iron. This changes our bid submission to \$2,355/ton of Ferric Iron.

Please accept this correction and feel free to reach out to Mike Jackson [mike.jackson@tchem.com](mailto:mike.jackson@tchem.com) if you have further questions.

Sincerely,

A handwritten signature in blue ink that reads 'Craig N. Thatcher'. The signature is fluid and cursive, with the first name 'Craig' being more prominent.

Craig N. Thatcher  
C.E.O.

	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

**Attachment "B"**  
**Insurance Requirements**

- A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	\$1,000,000.00
a) Automobile Bodily Injury and	\$ 500,000.00
b) Automobile Property Damage	\$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	\$1,000,000.00
b) Aggregate combined limit (policy year)	\$2,000,000.00
Commercial General Liability	
a) Each Occurrence	\$1,000,000.00
b) Medical Expense (Any one Person)	\$ 5,000.00
c) Personal & Adv. Injury	\$1,000,000.00
d) General Aggregate	\$2,000,000.00
e) Products – Comp/OP AGG	\$2,000,000.00
Worker's Compensation	\$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

- C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:  
 City of Cocoa  
 c/o Administrative Services Director  
 65 Stone Street  
 Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

**\*NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 Stone Street, Cocoa, Florida 32922**

- E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.
- G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.
- H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.



	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		



AFFIANT SIGNATURE

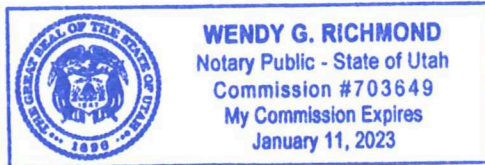
Craig N. Thatcher

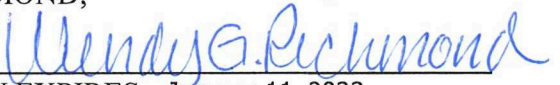
Typed Name of AFFIANT

C.E.O.

Title

The foregoing instrument was executed before me this 15th day of July, 2022, by Craig N. Thatcher as C.E.O. of Thatcher Chemical of Florida, Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me ~~OR~~ has produced \_\_\_\_\_ as identification.



WENDY G. RICHMOND,  
 NOTARY PUBLIC  
 STATE OF UTAH   
 MY COMMISSION EXPIRES: January 11, 2023

*The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.*

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**

☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

**Attachment "C"**  
**Addendum Receipt Acknowledgement Certification**

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. <u>1</u>	Dated: <u>7/5/2022</u>
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:  
Thatcher Chemical of Florida, Inc.

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

Telephone Number: (386) 490-1638 Fax Number: (386) 490-1641 E-mail Address:  
mike.jackson@tchem.com; wendy.richmond@tchem.com

 <u>Craig N. Thatcher</u> Authorized Signatory	<u>26-1375349</u> Printed Name	FEIN:
<u>C.E.O.</u> Title	<u>July 15, 2022</u> Date	

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**  
**☞ Failure to submit this form may be grounds for disqualification of your submittal ☞**

	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

**Attachment "F"-Not Used**  
**Trench Safety Certification**

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.

If trench excavation is required on the Project more than 5 feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5 feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.

Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____

(Attach Separate Sheet if Necessary)


If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
 \_\_\_\_\_ FEIN: \_\_\_\_\_  
 Authorized Signatory \_\_\_\_\_ Printed Name \_\_\_\_\_  
 \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**  
**☞ Failure to submit this form may be grounds for disqualification of your submittal ☞**



	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

**Attachment "G"**  
**Certificate of Non-Segregated Facilities**

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US \$10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US \$10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

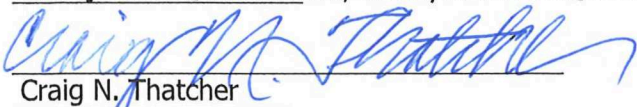
Bidder/Contractor Name:

Thatcher Chemical of Florida, Inc.

Mailing Address:

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

Telephone Number: (386) 490-1638 Fax Number: (386) 490-1641 E-mail Address: mike.jackson@tchem.com; wendy.richmond@tchem.com

  
Craig N. Thatcher

Authorized Signatory

C.E.O.

Title

26-1375349

FEIN:

Printed Name

July 15, 2022

Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**

☞ Failure to submit this form may be grounds for disqualification of your submittal ☞

	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
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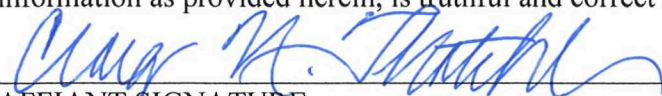
**Attachment "H"**  
**Drug-Free Workplace Certification**

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

- A. 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.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' 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.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- D. In the statement specified in the first paragraph, 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.
- E. 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.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

  
 AFFIANT SIGNATURE

Craig N. Thatcher  
 Typed Name of AFFIANT

C.E.O.  
 Title

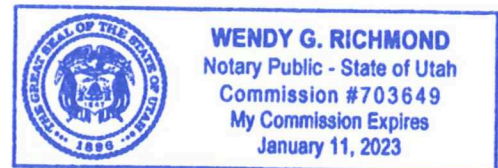


	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

STATE OF UTAH  
 COUNTY OF SALT LAKE

The foregoing instrument was executed before me this 15th day of July, 2022, by Craig N. Thatcher as C.E.O. of Thatcher Chemical of Florida, Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me ~~OR~~ has produced Wendy G. Richmond as identification.

Wendy G. Richmond, NOTARY PUBLIC, State of Utah



**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**  
 ⚡ Failure to submit this form may be grounds for disqualification of your submittal ⚡

	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)**

**Attachment "I"**

**Conflict of Interest and Non-Collusion Statement**

- A. This sworn statement is submitted with ITB, or Contract Number **B-22-12-COC, Water and Wastewater Treatment Chemicals**

245 Hazen Rd.  
Deland, FL  
32720-3967

This sworn statement is submitted by Thatcher Chemical of Florida, Inc. whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is 26-1375349 of the individual signing this sworn statement: Craig N. Thatcher.

My name is Craig N. Thatcher and my relationship to the above entity is C.E.O.

[Please print name of individual signing]

**B. CONFLICT OF INTEREST**

Water and Wastewater Treatment

- A. The entity hereby submits a proposal/offer to ITB # B-22-12-COC for Chemicals Services.
- B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
- H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.
- I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.



	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

**C. NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

**D. LOBBYING CERTIFICATION**

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

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

  
 \_\_\_\_\_  
 AUTHORIZED SIGNATURE

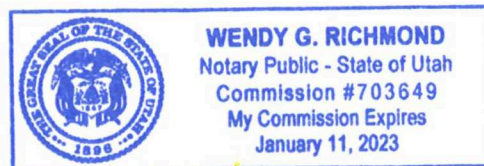
Craig N. Thatcher

Typed Name of AUTHORIZED SIGNATORY  
 C.E.O.

Title

STATE OF UTAH  
 COUNTY OF SALT LAKE

The foregoing instrument was executed before me this 15th day of July, 2022, by Craig N. Thatcher as C.E.O. of Thatcher Chemical of Florida, Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me ~~OR has produced~~ as identification.



  
 Wendy G. Richmond

NOTARY PUBLIC, State of Utah

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**

☞ Failure to submit this form may be grounds for disqualification of your submittal ☞

	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

**Attachment "J"**  
**Organizational Information**

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

- A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
- B. A copy of a resolution listing the members of staff as authorized signatories for the company.
- C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
<input checked="" type="checkbox"/>	Corporation	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Non-Profit
<input type="checkbox"/>	Joint Venture	<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Other (Please specify)
State of Incorporation		Florida			
Principal Place of Business (Enter Address)		245 Hazen Road, Deland, FL 32720-3967			
Federal I.D Number		26-1375349			

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

Thatcher Chemical of Florida, Inc.

Mailing Address:

P. O. Box 27407, Salt Lake City, UT 8417-0407

**THATCHER CHEMICAL OF FLORIDA, INC.**  
P. O. Box 489, Deland, FL 32721-0489



Phone (386) 490-1638  
Fax (386) 490-1641

## **CORPORATE RESOLUTION**

### **THATCHER CHEMICAL OF FLORIDA, INC.**

The undersigned, being the C.E.O. and President of THATCHER CHEMICAL OF FLORIDA, INC., a Florida corporation, does hereby certify that at a meeting of the Board of Directors of said corporation duly called held on April 14, 2021, at which a quorum was present, the Board of Directors adopted the following resolution which has not been modified or rescinded:

RESOLVED, that the following officers shall be elected to the following offices in the corporation:

Craig N. Thatcher, C.E.O. and President of the Corporation

Diane T. Barlow, Secretary of the Corporation

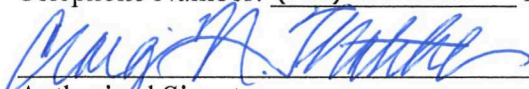
Date: April 14, 2021

  
\_\_\_\_\_  
Craig N. Thatcher  
C.E.O. and President



	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

Telephone Number: (386) 490-1938    Fax Number: (386) 490-1641    E-mail Address: [mike.jackson@tchem.com](mailto:mike.jackson@tchem.com);  
[wendy.richmond@tchem.com](mailto:wendy.richmond@tchem.com)

  
 \_\_\_\_\_  
 Authorized Signatory  
 C.E.O.  
 \_\_\_\_\_  
 Title

Craig N. Thatcher    FEIN: 26-1375349  
 \_\_\_\_\_  
 Printed Name  
 July 15, 2022  
 \_\_\_\_\_  
 Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**  
 ☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

**Attachment "K"**  
**Proposed Schedule of Subcontractor Participation**

<input checked="" type="checkbox"/> <b>No Subcontracting (of any kind) will be utilized on this project.</b>		<b>Solicitation Number: B-22-12-COC</b>	
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		<b>Total Project Amount: \$</b>	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract Dollar Value
Federal ID			
<b>PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION</b>			
<b>PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION</b>			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

Bidder/Contractor Thatcher Chemical of Florida, Inc. Name: \_\_\_\_\_

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

Telephone Number: (386) 490-1638 Fax Number: (386) 490-1641 E-mail Address: mike.jackson@tchem.com;  
wendy.richmond@tchem.com

 26-1375349 FEIN: \_\_\_\_\_

Craig N. Thatcher Printed Name  
 Authorized Signatory

C.E.O. July 15, 2022  
 Title Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**  
 ☞ Failure to submit this form may be grounds for disqualification of your submittal ☞



	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

### Attachment "L"

#### References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

<b>Project #1:</b>			
Project Name: Liquid Aluminum Sulfate			
Type of Project/Service: Delivery of liquid aluminum sulfate.			
Address: 3190 Motor Pool Road, Winter Haven, FL 33880			
Contracting Agency/Client: City of Winter Haven			
Contact Name and Phone #: Terry Carver, Superintendent; (863) 291-5763			
Contact Email Address and Fax #: tcarver@mywinterhaven.com			
Contract Amount: \$185,000	Start Date:	4/2018	End Date: 4/2019
<b>Project #2:</b>			
Project Name: Sodium Bisulfite			
Type of Project/Service: Delivery of sodium bisulfite.			
Address: 1501 Raleigh Street, Fort Myers, FL 33902			
Contracting Agency/Client: City of Ft. Myers			
Contact Name and Phone #: Anthony Leporatti; (239) 321-7583 ext. 7583			
Contact Email Address and Fax #: aleporatti@cityftmyers.com			
Contract Amount: \$325,000	Start Date:	11/2018	End Date: Current
<b>Project #3:</b>			
Project Name: Ferric Sulfate 10%			
Type of Project/Service: Delivery of ferric sulfate.			
Address: 3176 Old Jennings Road, Middleburg, FL 32068			
Contracting Agency/Client: Clay County			
Contact Name and Phone #: Philip Hendrix; (904) 626-3889			
Contact Email Address and Fax #: phendrix@clayutility.org			
Contract Amount: \$210,000	Start Date:	10/2010	End Date: Current
<b>Project #4:</b>			
Project Name: Liquid Aluminum Sulfate			
Type of Project/Service: Delivery of liquid aluminum sulfate.			
Address: 1650 North Arcturas Avenue, Clearwater, FL 33765			
Contracting Agency/Client: City of Clearwater			
Contact Name and Phone #: Mike Flannigan; (727) 224-7690			
Contact Email Address and Fax #: Michael.flannigan@myclearwater.com			
Contract Amount: \$223,000	Start Date:	12/2019	End Date: Current
<b>Project #5:</b>			
Project Name: Sodium Bisulfite			
Type of Project/Service: Delivery of sodium bisulfite.			
Address: 11005 Dale Stitik Drive, Tampa, FL 33626			
Contracting Agency/Client: Hillsborough County			
Contact Name and Phone #: Antoine Harris; (813) 264-3905			
Contact Email Address and Fax #: HarrisAe@hillsboroughcounty.org			
Contract Amount: \$280,000	Start Date:	1/2020	End Date: Current

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

☛ Failure to submit this form may be grounds for disqualification of your submittal ☛



	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

**Attachment "M"- Not Used**  
**Truth-in-Negotiations Certification**

For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety Five Thousand and 00/100 Dollars (\$195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Proposer/Contractor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

FEIN: \_\_\_\_\_  
 Authorized Signatory \_\_\_\_\_ Printed Name \_\_\_\_\_


Title \_\_\_\_\_ Date \_\_\_\_\_

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

The foregoing instrument was executed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
 NOTARY PUBLIC, State of \_\_\_\_\_

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**  
**☞ Failure to submit this form may be grounds for disqualification of your submittal ☞**

	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

**Attachment "N"**  
**Solicitation Response Identification Label**

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1<sup>st</sup> Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

**PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE.**

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂-----

**\*\*DO NOT OPEN\*\*SEALED SOLICITATION\*\*DO NOT OPEN\*\*SEALED SOLICITATION\*\***

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER:   **ITB B-22-12-COC**

TITLE: Water and Wastewater Treatment Chemicals

SOLICITATION DUE DATE: 07/19/2022   TIME: 3:00pm Local Time

FROM:       Thatcher Chemical of Florida, Inc.

P. O. Box 27407

Salt Lake City, UT 84127-0407

DELIVER TO:       City of Cocoa  
                           Purchasing & Contracts Division  
                           65 Stone Street  
                           Cocoa, Florida 32922

**\*\*DO NOT OPEN\*\*SEALED SOLICITATION\*\*DO NOT OPEN\*\*SEALED SOLICITATION\*\***



	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

**Attachment "O"**

**Contractor Certification Regarding Scrutinized Companies**

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.


Bidder/Contractor Name:

Thatcher Chemical of Florida, Inc.

Mailing Address:

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

Telephone Number: (386) 490-1638 Fax Number: (386) 490-1641 E-mail Address: mike.jackson@tchem.com;  
wendy.richmond@tchem.com

  
 Signatory Craig N. Thatcher FEIN: 26-1375349 Authorized  
 C.E.O. Printed Name  
 Title July 15, 2022  
 Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**

☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

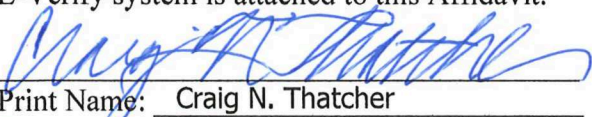
	<b>City of Cocoa   Finance Department   Purchasing &amp; Contracts Division</b> 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	<b>Solicitation Number:</b> <b>ITB B-22-12-COC</b>
	<b>INVITATION TO BID (ITB)</b>	<b>Due Date:</b> <b>July 19, 2022</b>
<b>TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS</b>		

**Attachment "P"**  
**E-Verify Contractor Affidavit**

I hereby certify that Thatcher Chemical of Florida, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

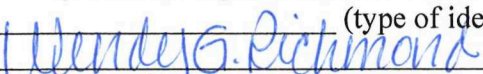
All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

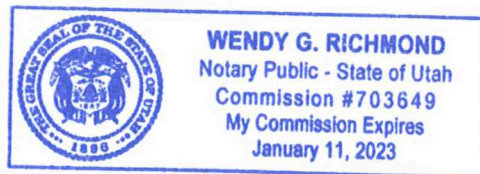
A true and correct copy of Thatcher Chemical of Florida, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

  
 Print Name: Craig N. Thatcher  
 Date: July 15, 2022

STATE OF ~~FLORIDA~~ UTAH  
 COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7/15/2022 (date) by Craig N. Thatcher, C.E.O. (name of officer or agent, title of officer or agent) of Thatcher Chemical of Florida, Inc. (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me ~~or has produced~~ (type of identification) as identification.

  
 [Notary Seal] Notary Public  
Wendy G. Richmond  
 Name typed, printed, or stamped  
 My Commission Expires: Jan. 11, 2023



**PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE**  
**PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED**  
 ☞ Failure to submit this form may be grounds for disqualification of your submittal ☞



# Thatcher Company

# Memorandum

To: Steven Rynders Dept./Loc. Thatcher Company  
From: Michael Morton Dept./Ext. Thatcher Company/1257  
Date: November 8, 2021  
Subject: Third Party Testing, Ferric Sulfate 13%, Deland FL

Cc: Dept./Ext.

## Revision History

Revision Number	Revision Date	Sections Affected	Revisions	Revision Author
0	11/8/2021		Initial Release	MWM

Third party testing of Ferric Sulfate (13% as Fe) samples produced by Thatcher Chemical of Florida, Deland, FL has been completed by a Certified Laboratory (Chemtech-Ford, Salt Lake City, UT). The results of the tests are attached to this report. Three tests (% Ferric Iron, % Ferrous Iron and % Free Acid) were performed by Thatcher Company, Inc. Technical Services as they are not standard tests performed by third party laboratories.

### 1. % Ferric Iron, % Ferrous Iron, % Free Acid

Parameter	Lot 202140282	Lot 202140317	Lot 202140318
% Ferric Iron	13.1	13.1	13.1
% Ferrous Iron	0.0	0.0	0.0
% Free Acid	0.0	0.0	0.0
% Insolubles	<0.1%	<0.1%	<0.1%

### 2. Trace Metal Analysis

See Appendix 1.

### 3. TOC Analysis

See Appendix 2.



Matt Lewis  
Thatcher Company, Inc.  
1905 West Fortune Road  
SLC, UT 84104  
TEL: (801) 972-4587

RE: 2101001025

3440 South 700 West  
Salt Lake City, UT 84119

Phone: (801) 263-8686  
Toll Free: (888) 263-8686  
Fax: (801) 263-8687  
e-mail: awal@awal-labs.com  
web: www.awal-labs.com

Jennifer Osborn  
Laboratory Director

Jose Rocha  
QA Officer

Dear Matt Lewis:

Lab Set ID: 2111024

American West Analytical Laboratories received sample(s) on 11/1/2021 for the analyses presented in the following report.

American West Analytical Laboratories (AWAL) is accredited by The National Environmental Laboratory Accreditation Program (NELAP) in Utah and Texas; and is state accredited in Colorado, Idaho, New Mexico, Wyoming, and Missouri.

All analyses were performed in accordance to the NELAP protocols unless noted otherwise. Accreditation scope documents are available upon request. If you have any questions or concerns regarding this report please feel free to call.

The abbreviation "Surr" found in organic reports indicates a surrogate compound that is intentionally added by the laboratory to determine sample injection, extraction, and/or purging efficiency. The "Reporting Limit" found on the report is equivalent to the practical quantitation limit (PQL). This is the minimum concentration that can be reported by the method referenced and the sample matrix. The reporting limit must not be confused with any regulatory limit. Analytical results are reported to three significant figures for quality control and calculation purposes.

Thank You,

Patrick  
Noteboom

Digitally signed by Patrick  
Noteboom  
DN: cn=Patrick Noteboom,  
o=American West Analytical  
Laboratories, ou=UT00031,  
email=pat@awal-labs.com, c=US  
Date: 2021.11.04 18:00:47 -06'00'

Approved by:

Laboratory Director or designee

Sample(s) were subcontracted for the following analyses:

TOC





## INORGANIC ANALYTICAL REPORT

**Client:** Thatcher Company, Inc.  
**Project:** 2101001025  
**Lab Sample ID:** 2111024-002  
**Client Sample ID:** Ferric Sulfate 13% Fe (202140317)  
**Collection Date:** 11/1/2021 000h  
**Received Date:** 11/1/2021 1650h

**Contact:** Matt Lewis

### Analytical Results

### TOTAL METALS

3440 South 700 West  
Salt Lake City, UT 84119

Phone: (801) 263-8686  
 Toll Free: (888) 263-8686  
 Fax: (801) 263-8687  
 e-mail: awal@awal-labs.com  
 web: www.awal-labs.com

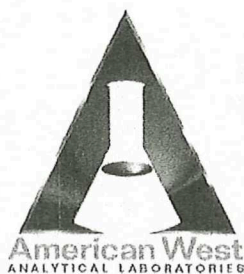
Jennifer Osborn  
 Laboratory Director

Jose Rocha  
 QA Officer

Compound	Units	Date Prepared	Date Analyzed	Method Used	Reporting Limit	Analytical Result	Qual
Antimony	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	0.600	< 0.600	*
Arsenic	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	0.400	< 0.400	*
Barium	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	0.200	< 0.200	*
Beryllium	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	0.200	< 0.200	*
Cadmium	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	0.0700	< 0.0700	*
Chromium	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	4.00	< 4.00	*
Copper	mg/L	11/2/2021 957h	11/4/2021 1336h	SW6020B	1.00	1.33	^
Lead	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	0.200	< 0.200	*
Manganese	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	0.400	75.9	
Mercury	mg/L	11/2/2021 1047h	11/2/2021 1637h	SW7470A	0.00900	< 0.00900	*
Molybdenum	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	0.200	0.288	
Nickel	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	0.400	41.6	
Selenium	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	0.200	< 0.200	*
Silver	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	0.200	< 0.200	*
Sodium	mg/L	11/2/2021 957h	11/4/2021 1432h	SW6010D	1,000	1,090	
Thallium	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	0.200	< 0.200	*
Titanium	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	4.00	117	
Zinc	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	1.00	2.08	

\* - The reporting limits were raised due to sample matrix interferences.

^ - The LCS recovery was high indicating possible bias high.



## INORGANIC ANALYTICAL REPORT

**Client:** Thatcher Company, Inc.  
**Project:** 2101001025  
**Lab Sample ID:** 2111024-001  
**Client Sample ID:** Ferric Sulfate 13% Fe (202140282)  
**Collection Date:** 11/1/2021 000h  
**Received Date:** 11/1/2021 1650h

**Contact:** Matt Lewis

### Analytical Results

Compound	Units	Date Prepared	Date Analyzed	Method Used	Reporting Limit	Analytical Result	Qual
Chloride	mg/L		11/3/2021 1205h	E300.0	2,000	< 2,000	*
Cyanide	mg/L	11/3/2021 1251h	11/3/2021 1658h	E335.4	50.0	< 50.0	*
Fluoride	mg/L		11/3/2021 1205h	E300.0	2,000	< 2,000	*
Nitrate (as N)	mg/L		11/2/2021 1932h	E353.2	100	< 100	*
Nitrate/Nitrite (as N)	mg/L		11/2/2021 1932h	E353.2	100	< 100	*
Nitrite (as N)	mg/L		11/2/2021 1932h	E353.2	100	< 100	*

\* - The reporting limits were raised due to sample matrix interferences.

3440 South 700 West  
Salt Lake City, UT 84119

Phone: (801) 263-8686  
Toll Free: (888) 263-8686  
Fax: (801) 263-8687  
e-mail: awal@awal-labs.com

web: www.awal-labs.com

Jennifer Osborn  
Laboratory Director

Jose Rocha  
QA Officer



## INORGANIC ANALYTICAL REPORT

**Client:** Thatcher Company, Inc. **Contact:** Matt Lewis  
**Project:** 2101001025  
**Lab Sample ID:** 2111024-003  
**Client Sample ID:** Ferric Sulfate 13% Fe (202140318)  
**Collection Date:** 11/1/2021 000h  
**Received Date:** 11/1/2021 1650h

### Analytical Results

Compound	Units	Date Prepared	Date Analyzed	Method Used	Reporting Limit	Analytical Result	Qual
Chloride	mg/L		11/3/2021 1258h	E300.0	2,000	< 2,000	*
Cyanide	mg/L	11/3/2021 1251h	11/3/2021 1700h	E335.4	50.0	< 50.0	*
Fluoride	mg/L		11/3/2021 1258h	E300.0	2,000	< 2,000	*
Nitrate (as N)	mg/L		11/2/2021 1930h	E353.2	100	< 100	*
Nitrate/Nitrite (as N)	mg/L		11/2/2021 1930h	E353.2	100	< 100	*
Nitrite (as N)	mg/L		11/2/2021 1930h	E353.2	100	< 100	*

\* - The reporting limits were raised due to sample matrix interferences.

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web: www.awal-labs.com

Jennifer Osborn  
Laboratory Director

Jose Rocha  
QA Officer





11/3/2021

**Work Order: 21K0074**  
**Project: [none]**

**American West Analytical Labs**  
**Attn: Elona Hayward**  
**3440 South 700 West**  
**Salt Lake City, UT 84119**

**Client Service Contact: 801.262.7299**

The analyses presented on this report were performed in accordance with the National Environmental Laboratory Accreditation Program (NELAP) unless noted in the comments, flags, or case narrative. If the report is to be used for regulatory compliance, it should be presented in its entirety, and not be altered.



Approved By:

Mark Broadhead, Project Manager



## Chemtech-Ford Laboratories

Serving the Intermountain West Since 1953

9632 South 500 West  
Sandy, UT 84070

O: (801) 262-7299 F: (866) 792-0093  
www.ChemtechFord.com



### Certificate of Analysis

American West Analytical Labs  
Elona Hayward  
3440 South 700 West  
Salt Lake City, UT 84119

PO#: 2111024  
Receipt: 11/2/21 8:35 @ 10.1 °C  
Date Reported: 11/3/2021  
Project Name: [none]

Sample ID: Ferric Sulfate 13% Fe (202140317)

Matrix: Water

Lab ID: 21K0074-02

Date Sampled: 11/1/21 0:00

Sampled By: Client

	<u>Result</u>	<u>Units</u>	<u>Minimum Reporting Limit</u>	<u>Method</u>	<u>Preparation Date/Time</u>	<u>Analysis Date/Time</u>	<u>Flag(s)</u>
Inorganic							
Total Organic Carbon	ND	mg/L	0.5	SM 5310 C	11/2/21	11/2/21	

Project Name: [none]

CtF WO#: 21K0074

www.ChemtechFord.com

Page 3 of 8



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### Certificate of Analysis

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American West Analytical Labs  
Elona Hayward  
3440 South 700 West  
Salt Lake City, UT 84119

PO#: 2111024  
Receipt: 11/2/21 8:35 @ 10.1 °C  
Date Reported: 11/3/2021  
Project Name: [none]

---

### Report Footnotes

#### Abbreviations

ND = Not detected at the corresponding Minimum Reporting Limit (MRL).

1 mg/L = one milligram per liter or 1 mg/kg = one milligram per kilogram = 1 part per million.

1 ug/L = one microgram per liter or 1 ug/kg = one microgram per kilogram = 1 part per billion.

1 ng/L = one nanogram per liter or 1 ng/kg = one nanogram per kilogram = 1 part per trillion.



## Sample Receipt

Work Order # 2156074



**CHEMTECH-FORD**  
LABORATORIES

### Delivery Method:

- ☐ UPS      ☐ USPS  
☐ FedEx      ☐ Chemtech Courier  
☒ Walk-in      ☐ Customer Courier

Receiving Temperature 10.1 °C

Number of Subsamples	Preserved by Client/Third Party	Preserved in Receiving Laboratory	Filtered in Field by Client
----------------------	---------------------------------	-----------------------------------	-----------------------------

[illegible]

**Sample Condition**  
(check if yes)

- ☐ Custody Seals
- ☒ Containers Intact
- ☒ CDC can be matched to bottles
- ☒ Received on Ice
- ☒ Correct Containers(s)
- ☒ Sufficient Sample Volume
- ☐ Headspace Present (VOC)
- ☐ Temperature Blank
- ☒ Received within Holding Time

## Plastic Containers

- A- Plastic Unpreserved
- B- Miscellaneous Plastic
- C- Cyanide Qt (NaOH)
- D- Coliform/Ecol/HPC
- E- Sulfide Qt (Zn Acetate)
- F- Mercury 1831
- G- Metal Pint (HNO<sub>3</sub>)
- H- Nutrient Pint (H<sub>2</sub>SO<sub>4</sub>)
- I- Radiological (HNO<sub>3</sub>)
- J- Sludge Cups/Tubs
- K- Plastic Bag

## Glass Containers

**THATCHER CHEMICAL OF FLORIDA, INC.**

245 Hazen Rd  
Deland, FL 32720-3967  
386-490-1638  
386-490-1641

**PRODUCT SPECIFICATION****FERRIC SULFATE (13% Fe), WATER TREATMENT GRADE**

CAS NUMBER: 10028-22-5

CHEMICAL FORMULA:  $\text{Fe}_2(\text{SO}_4)_3$ 

MOLECULAR WEIGHT: 399.88 (as anhydrous)

PRODUCT DESCRIPTION: Reddish-brown solution with no sediment

SPECIFICATIONS:	Total Iron (typ., %):	13
	Ferrous Iron (%):	<0.2
	Free Acid (%):	<0.5
	% Insolubles:	<0.1
	Density (typ., g/ml):	1.61

Trace Elements (all units are ppm):

Antimony	<1	Manganese	<100
Arsenic	<1	Mercury	<0.2
Barium	<6	Molybdenum	<15
Beryllium	<1	Nickel	<40
Cadmium	<0.5	Selenium	<3
Chloride	<100	Silver	<5
Chromium	<5	Sodium	<1000
Copper	<5	Thallium	<10
Cyanide	<1	Titanium	<50
Fluoride	<60	Zinc	<10
Lead	<1		

## CERTIFICATIONS:

Certified to meet AWWA B-406 Specifications

**FERRIC SULFATE 10-13% IRON****ANSI/NSF 60****<35Y2>****MUL: 500 mg/L****WARRANTY**

This information is, to the best of our knowledge, accurate, but may not be complete. Thatcher Company furnishes this information in good faith, but without warranty, representation or guarantee of its accuracy, completeness or reliability.

8/21/2018



## FDPH.MH17003 - Drinking Water Treatment Chemicals

## Drinking Water Treatment Chemicals

Thatcher Group, Inc.

1905 FORTUNE RD

PO BOX 27407

SALT LAKE CITY, UT 84127-0407 United States

MH17003

NSF/ANSI 60

Plant at: Thatcher Chemical of Florida, Inc., Deland, FL

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
Ferric Sulfate	-	Coagulation and Flocculation Products	500
Ferric Sulfate, 10 - 13% Iron	-	Coagulation and Flocculation Products	500
Aluminum Sulfate [*Al]	[Al]	Coagulation and Flocculation Chemicals	150
Poly Phosphate Ortho Phosphate Blends	-	Coagulation and Flocculation Chemicals	26
T-Floc B135 [*Al]	[Al]	Coagulation and Flocculation Chemicals	250
TI-2914	-	Coagulation and Flocculation Chemicals	33
Compliance GT	-	Coagulation and Flocculation	43
Soda Ash	-	pH Adjustment	100
Citric Acid Solution	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	125
Citric Acid Solution [*OL]	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	N/A
Ammonium Sulfate, 40%	-	Disinfection and Oxidation	62.5
Hydrogen Peroxide 11%-20%	-	Disinfection and Oxidation Chemicals	5.2
Hydrogen Peroxide 21%-30%	-	Disinfection and Oxidation Chemicals	3.5
Hydrogen Peroxide 31%-40%	-	Disinfection and Oxidation Chemicals	2.6
Hydrogen Peroxide 34%	-	Disinfection and Oxidation Chemicals	3
Hydrogen Peroxide 41%-49%	-	Disinfection and Oxidation Chemicals	2.1
Hydrogen Peroxide 50%	-	Disinfection and Oxidation Chemicals	2.1
Hydrofluosilicic Acid	-	Miscellaneous Treatment Chemicals	6
Sodium Bisulfite Liquid	-	Miscellaneous Treatment Chemicals	18
Zinc Orthophosphate			
ZO-01 thru ZO-05	[Zn]	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	78
ZO-06 thru ZO-10	[Zn]	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	39
ZO-11 thru ZO-15	[Zn]	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	26
ZO-16 thru ZO-20	[Zn]	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	19
TI-2901	-	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	38
TI-3021-O	-	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	28
TI-3031	-	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	27.8
TI-3045	-	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	30

Plant at: Thatcher Chemical of Florida, Inc., Palmetto, FL

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
Ferric Sulfate	-	Coagulation and Flocculation Products	500
Ferric Sulfate, 10 - 13% Iron	-	Coagulation and Flocculation Products	500
Compliance GT	-	Coagulation and Flocculation	43
T-Floc B41 [*Al]	-	Coagulation and Flocculation	178
Hydrogen Peroxide 11%-20%	-	Disinfection and Oxidation Chemicals	5.2



# CERTIFICATE OF ACCREDITATION

## The ANSI National Accreditation Board

Hereby attests that

**UL LLC**

**333 Pfingsten Road, Northbrook, IL 60062, United States**

**ACCREDITATION ID#0198**

Fulfills the requirements of

**ISO/IEC 17065:2012 Conformity assessment - Requirements for  
bodies certifying products, processes and services**

### LIST OF CERTIFICATION SCHEME(S)

US Safety Scheme

Food Equipment Sanitation Scheme

Water Systems Scheme

Accredited Elevator/Escalator Certification Organization (AECO): Elevator systems, subsystems, components, and functions for issuance of Certificates of Conformance and Marks according to ASME A17.7/CSA B44.

EPA WaterSense – WaterSense® Product Certification System

This certificate is valid only when accompanied by a current scope of accreditation document. The current scope of accreditation can be verified at [www.anab.org](http://www.anab.org).

R. Douglas Leonard Jr., VP, PILR SBU  
Expiry Date: 2023-12-01



# SAFETY DATA SHEET

## 1. Identification

Product identifier	Ferric Sulfate solution
Other means of identification	None.
Recommended use	This safety data sheet is written to provide health, safety and environmental information for individuals handling this material in the workplace. The hazards, disposal, prevention, response and storage recommendations described herein are based on best-available information regarding the composition and characteristics of material.
Recommended restrictions	None known.
<b>Manufacturer/Importer/Supplier/Distributor information</b>	
<b>Manufacturer</b>	
Company name	Thatcher Chemical of Florida, Inc.
Address	245 Hazen Road DeLand, FL 32720 United States
Telephone	(386) 490-1638
E-mail	Not available.
Emergency phone number	Not available.

## 2. Hazard(s) identification

Physical hazards	Not classified.	
Health hazards	Acute toxicity, inhalation	Category 4
	Skin corrosion/irritation	Category 1C
	Serious eye damage/eye irritation	Category 1
	Carcinogenicity	Category 1A
Environmental hazards	Not classified.	
OSHA defined hazards	Not classified.	
<b>Label elements</b>		



Signal word	Danger
Hazard statement	Causes severe skin burns and eye damage. Causes serious eye damage. Harmful if inhaled. May cause cancer.
<b>Precautionary statement</b>	
Prevention	Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not breathe dust/fume/gas/mist/vapors Do not breathe mist or vapor. Wash thoroughly after handling. Do not eat, drink or smoke when using this product. Wear protective gloves/protective clothing/eye protection/face protection.
Response	If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse.
Storage	Store in a well-ventilated place. Keep cool. Store locked up.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	Breathing dust, powder, mist or vapor from this product could result in irritation of the eyes and respiratory tract and in permanent lung damage.
Supplemental information	None.



**Methods and materials for containment and cleaning up**

Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.

Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.

**Environmental precautions**

Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS.

Avoid discharge into drains, water courses or onto the ground. Retain and dispose of contaminated wash water. Keep away from living quarters.

**7. Handling and storage****Precautions for safe handling**

Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Provide adequate ventilation. Do not breathe mist or vapor. Do not get in eyes, on skin, or on clothing. Avoid prolonged exposure. Should be handled in closed systems, if possible. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.

**Conditions for safe storage, including any incompatibilities**

Store locked up. Store in original tightly closed container. Keep tightly closed in a dry, cool and well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS).

**8. Exposure controls/personal protection****Occupational exposure limits****US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

Components	Type	Value
Sulfuric acid (CAS 7664-93-9)	PEL	1 mg/m3

**US. ACGIH Threshold Limit Values**

Material	Type	Value	Form
Ferric Sulfate solution	TWA	1 mg/m3	
<b>Components</b>	<b>Type</b>	<b>Value</b>	<b>Form</b>
ferric sulfate (CAS 10028-22-5)	TWA	1 mg/m3	
Sulfuric acid (CAS 7664-93-9)	TWA	0.2 mg/m3	Thoracic fraction.

**US. NIOSH: Pocket Guide to Chemical Hazards**

Material	Type	Value
Ferric Sulfate solution	TWA	1 mg/m3
<b>Components</b>	<b>Type</b>	<b>Value</b>
ferric sulfate (CAS 10028-22-5)	TWA	1 mg/m3
Sulfuric acid (CAS 7664-93-9)	TWA	1 mg/m3

**Biological limit values**

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

**Appropriate engineering controls**

Provide adequate ventilation. Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

**Individual protection measures, such as personal protective equipment****Eye/face protection**

Wear eye/face protection. Chemical respirator with organic vapor cartridge and full facepiece. Do not wear contact lenses. If splashes are likely to occur, wear: goggles and/or face shield, giving complete protection to eyes.

**Skin protection****Hand protection**

Wear appropriate chemical resistant gloves. Suitable gloves can be recommended by the glove supplier.

**Other**

Avoid contact with the skin. Wear appropriate chemical resistant clothing. Wear eye/face protection. Use of an impervious apron or protective suit is recommended. Wear protective gloves. Do not swallow this material - it is known to be toxic.

**Hazardous decomposition products**

Sulfuric acid.

## 11. Toxicological information

### Information on likely routes of exposure

**Inhalation** May cause irritation to the respiratory system. Prolonged inhalation may be harmful.  
**Skin contact** Causes severe skin burns.  
**Eye contact** Avoid contact with eyes. Causes serious eye damage.  
**Ingestion** Causes digestive tract burns. Harmful if swallowed.

**Symptoms related to the physical, chemical and toxicological characteristics** Abdominal pain. Burning pain and severe corrosive skin damage. Nausea, vomiting. Diarrhea. Causes serious eye damage. Irritating to eyes and respiratory system. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.

### Information on toxicological effects

**Acute toxicity** Toxic if swallowed. Causes burns.

Components	Species	Test Results
Sulfuric acid (CAS 7664-93-9)		
<b>Acute</b>		
<b>Inhalation</b>		
LC50	Guinea pig	0.018 mg/l, 8 Hours
	Rat	347 mg/l, 1 Hours
<b>Oral</b>		
LD50	Rat	2140 mg/kg

None known. \* Estimates for product may be based on additional component data not shown.

**Skin corrosion/irritation** Corrosive to skin and eyes. Causes severe skin burns and eye damage.

**Serious eye damage/eye irritation** Causes serious eye damage.

**Respiratory or skin sensitization** Not established.

**Respiratory sensitization** Not established.

**Skin sensitization** Causes skin burns.

**Germ cell mutagenicity** None known.

**Carcinogenicity** May cause cancer.

#### IARC Monographs. Overall Evaluation of Carcinogenicity

Sulfuric acid (CAS 7664-93-9) 1 Carcinogenic to humans.

#### US. National Toxicology Program (NTP) Report on Carcinogens

Sulfuric acid (CAS 7664-93-9) Known To Be Human Carcinogen.

#### US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

**Reproductive toxicity** Not classified.

**Specific target organ toxicity - single exposure** Not classified.

**Specific target organ toxicity - repeated exposure** Based on available data, the classification criteria are not met.

**Aspiration hazard** May be harmful if swallowed and enters airways.

**Chronic effects** Prolonged inhalation may be harmful.

**Further information** Toxic if swallowed.

## 12. Ecological information

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

<b>UN proper shipping name</b>	Corrosive liquid, n.o.s.
<b>Transport hazard class(es)</b>	
Class	8
Subsidiary risk	-
<b>Packing group</b>	III
<b>Environmental hazards</b>	No.
<b>ERG Code</b>	8L
<b>Special precautions for user</b>	Read safety instructions, SDS and emergency procedures before handling.
<b>Other information</b>	
<b>Passenger and cargo aircraft</b>	Allowed.
<b>Cargo aircraft only</b>	Allowed.

#### IMDG

<b>UN number</b>	UN1760
<b>UN proper shipping name</b>	CORROSIVE LIQUID, N.O.S.
<b>Transport hazard class(es)</b>	
Class	8
Subsidiary risk	-
<b>Packing group</b>	III
<b>Environmental hazards</b>	
Marine pollutant	No.
<b>EmS</b>	F-A, S-B
<b>Special precautions for user</b>	Read safety instructions, SDS and emergency procedures before handling.
<b>Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code</b>	Not established.

**DOT; DOT Bulk packaging type**



IATA; IMDG



## 15. Regulatory information

<b>US federal regulations</b>	This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.	
<b>TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)</b>		
Not regulated.		
<b>CERCLA Hazardous Substance List (40 CFR 302.4)</b>		
ferric sulfate (CAS 10028-22-5)		Listed.
Sulfuric acid (CAS 7664-93-9)		Listed.
<b>SARA 304 Emergency release notification</b>		
Sulfuric acid (CAS 7664-93-9)		1000 LBS



**US. Rhode Island RTK**

ferric sulfate (CAS 10028-22-5)

Sulfuric acid (CAS 7664-93-9)

**US. California Proposition 65**

WARNING: This product contains a chemical known to the State of California to cause cancer.

**US - California Proposition 65 - CRT: Listed date/Carcinogenic substance**

Sulfuric acid (CAS 7664-93-9)

Listed: March 14, 2003

**International Inventories**

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

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

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

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

Issue date	12-22-2015
Revision date	12-11-2020
Version #	06
NFPA ratings	Health: 3 Flammability: 0 Instability: 0

**NFPA ratings****Disclaimer**

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

**Revision Information**

Product and Company Identification: Product Codes

## Request for Taxpayer Identification Number and Certification

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

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

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>THATCHER CHEMICAL OF FLORIDA, 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 <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> 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 <b>not</b> 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) _____  (Applies to accounts maintained outside the U.S.)
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>PO BOX 27407</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>SALT LAKE CITY, UT 84127</b>	
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

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


Social security number								
			-				-	
OR								
Employer identification number								
2	6		-	1	3	7	5	3 4 9

### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here  
Signature of U.S. person ► 

Date ► 7/15/2022

### 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-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 6967 South River Gate Drive, #200 Salt Lake City UT 84047		<b>CONTACT NAME:</b> Carolyn Maldonado <b>PHONE (A/C, No, Ext):</b> 801-290-3181 <b>E-MAIL ADDRESS:</b> certrequests@ajg.com <b>FAX (A/C, No):</b>		
<b>INSURED</b> Thatcher Company, Inc. P O Box 27407 Salt Lake City UT 84127		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : AIG Specialty Insurance Company		26883
		INSURER B : National Union Fire Insurance Company of Pittsburg		19445
		INSURER C : New Hampshire Insurance Company		23841
		INSURER D :		
		INSURER E :		
INSURER F :				

**COVERAGES****CERTIFICATE NUMBER:** 1513277817**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			EG14246248-03	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLLUTION LEGAL \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489610	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			EGU14246249-03	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	WC015893603	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability GL/Pollution			EG14246248-03	4/1/2021	4/1/2022	Limit Deductible Aggregate \$1,000,000 \$50,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Verification of insurance subject to the terms and conditions of the policy

Named Insured's:

Thatcher Company, Inc.  
Thatcher Group, Inc.  
Thatcher Transportation, Inc.  
Thatcher Company of Arizona, Inc.  
Thatcher Company of California, Inc.  
Thatcher Company of Montana, Inc.  
See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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2021 / 2022

## Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:  
Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085



Account #: 200906030001

Expires: September 30, 2022

Business Location: 245 HAZEN RD

Business Name: THATCHER CHEMICAL OF FLORIDA

Owner Name: THATCHER CHEMICAL OF FLORIDA

Mailing Address P O BOX 27407  
SALT LAKE CITY, UT 84127

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Manufacturing		391	5	\$30.00
Hazardous Waste Fee		HW	1	\$41.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Treasury and Billing for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE  
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

## Volusia County Business Tax Receipt

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID: 07/12/2021  
RECEIPT #: 438007  
TOTAL TAX: \$71.00  
PENALTY: \$0.00  
TOTAL PAID: \$71.00



Business Name: THATCHER CHEMICAL OF FLORIDA

Owner Name: THATCHER CHEMICAL OF FLORIDA

Mailing Address P O BOX 27407  
SALT LAKE CITY, UT 84127

Account #: 200906030001

Expires: September 30, 2022

Business Location: 245 HAZEN RD

PLEASE DETATCH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS.



**THATCHER CHEMICAL OF FLORIDA, INC.**  
245 Hazen Road, Deland, FL 32720-3967



Phone (386) 490-1638  
Fax (386) 490-1641

## MAILING ADDRESSES

### Address Then E-mail Contracts and Agreements To:

Craig N. Thatcher, C.E.O.  
Thatcher Chemical of Florida, Inc.  
P. O. Box 27407  
Salt Lake City, UT 84127-0407  
[craig.thatcher@tchem.com](mailto:craig.thatcher@tchem.com); [wendy.richmond@tchem.com](mailto:wendy.richmond@tchem.com)

### Address Requests for Bids and Quotations to Craig N. Thatcher, C.E.O., Then E-Mail To:

Wendy Richmond  
Thatcher Chemical of Florida, Inc.  
P. O. Box 27407  
Salt Lake City, UT 84127-0407  
[wendy.richmond@tchem.com](mailto:wendy.richmond@tchem.com)

**Payments:** LB 1106  
Thatcher Chemical of Florida, Inc.  
P.O. Box 35146  
Seattle, WA 98124-5146

**Order Placement:** Sheila Silva  
Thatcher Chemical of Florida, Inc.  
245 Hazen Road  
Deland, FL 32720-3967  
[sheila.silva@tchem.com](mailto:sheila.silva@tchem.com)

**Customer Service:** [CSFL@tchem.com](mailto:CSFL@tchem.com)

**24/7 Customer and Transportation Service:** (800) 375-7758

**Certificate of Insurance Request:** [wendy.richmond@tchem.com](mailto:wendy.richmond@tchem.com)

**Bid Tabulation:** [wendy.richmond@tchem.com](mailto:wendy.richmond@tchem.com); [mike.jackson@tchem.com](mailto:mike.jackson@tchem.com);  
[lori.richey@tchem.com](mailto:lori.richey@tchem.com)



**THATCHER CHEMICAL OF FLORIDA, INC.**  
P. O. Box 489, Deland, FL 32721-0489



Phone (386) 490-1638  
Fax (386) 490-1641

## APPENDIX A

# FORCE MAJEURE

### PERFORMANCE

- (a) Performance of any obligation under this contract may be suspended by the party so affected without liability in the event of an Act of God; war; fire; flood; strike; explosion; labor trouble; mechanical breakdown; accident, riot, governmental action, laws, regulations or orders (including, but not limited to, pollution, health, ecology or environmental matters); Seller's inability to obtain fuel, power, raw materials, or equipment used in connection therewith on terms it deems practicable; or any other cause beyond the reasonable control of either party interfering with the production, supply, transportation or consumption practice of the party at the time which delays, prevents, restricts, limits or renders commercially infeasible, the performance of this contract or the consumption, sale or use of the goods, except as to the goods already in transit.
- (b) The affected party may invoke subparagraph (a) or (b) by promptly notifying the other party in writing of the nature and the estimated duration of the suspension or cancellation of the party's performance. The total quantity hereunder shall be reduced by the quantity not delivered during the term of the suspension or cancellation without liability, and the contract shall otherwise remain unaffected. In no event shall Seller be required to ship the goods from Seller's or, if applicable, its affiliates' other locations or to purchase the goods or components thereof from other sources to fulfill the contract requirements. Seller may, without liability, allocate its supply of such goods or raw materials among its own uses, or distribute it among its customers upon such basis and in such manner as Seller deems fair and reasonable, provided that any goods or raw materials obtained by Seller from a third party solely for Seller's internal use are not subject to allocation.

**THATCHER CHEMICAL OF FLORIDA, INC.**  
P. O. Box 489, Deland, FL 32721-0489



Phone (386) 490-1638  
Fax (386) 490-1641

## APPENDIX B

# PRODUCT WARRANTY

**SELLER'S LIMITED WARRANTY:** SUBJECT TO THE LIMITATIONS LISTED BELOW, Seller warrants that at the time of delivery the goods will conform to the attached specifications, that Seller will convey good title thereto, and that the goods will be delivered free from any lawful security interest, lien or encumbrance.

**EXCLUSION AND DISCLAIMER OF ALL OTHER WARRANTIES:** THE LIMITED WARRANTIES LISTED ABOVE ARE SELLERS SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE GOODS. SELLER MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHETHER WITH RESPECT TO ITS RECOMMENDATIONS, INSTRUCTIONS, GOODS, APPARATUS, PROCESS OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

### LIMITATIONS OF REMEDIES AND SELLER'S LIABILITY:

- (a) BUYER'S EXCLUSIVE REMEDY AND SELLER'S TOTAL LIABILITY TO BUYER FOR CLAIMS, AS DEFINED IN SUBPARAGRAPHS (b) BELOW, IS EXPRESSLY LIMITED AS FOLLOWS: BUYER HAS THE OPTION OF REPAYMENT OF THE PURCHASE PRICE PAID OR REPLACEMENT OF THE GOODS SUPPLIED HEREUNDER WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. BUYER WAIVES ALL OTHER CLAIMS BY BUYER AGAINST SELLER AND SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, EXCEPT IN CASES OF GROSS NEGLIGENCE. THE PRICE STATED FOR THE GOODS IS A CONSIDERATION IN LIMITING SELLERS AND ITS AFFILIATES' LIABILITY.
- (b) "CLAIMS" MEANS ALL ASSERTIONS OF ANY LEGAL, EQUITABLE, AND/OR ADMIRALTY CAUSES OF ACTION, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE; STRICT LIABILITY; OTHER TORT; EXPRESS OR IMPLIED WARRANTIES, INDEMNITY OR CONTRACT; CONTRIBUTION; OR SUBROGATION RELATED TO OR ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THIS CONTRACT.
- (c) ALL LIMITATIONS ON BUYER'S REMEDIES AND SELLER'S LIABILITY SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS CONTRACT.