

CITY OF ST. AUGUSTINE

**REQUEST FOR BIDS
(SERVICES)**

The City of St. Augustine ("City") requests that interested parties respond to the solicitation below by August 13, 2024. Further information is available through Onvia DemandStar or the City's website at www.citystaug.com. Request for Bid packages may be obtained from Onvia DemandStar www.demandstar.com [(800) 711-1712] or by contacting the City of St. Augustine by emailing or calling Laura Morse at lmorse@citystaug.com or 904-201-8837.

**BID NUMBER 24052
PURCHASE AND DELIVERY OF CHEMICALS
FOR THE WATER AND WASTEWATER TREATMENT PLANTS**

The City of St. Augustine is seeking vendors for the purchase and delivery of chemicals used for the treatment of water and wastewater.

**EVERY REQUEST FOR WRITTEN INTERPRETATION OR CORRECTION MUST BE
RECEIVED BY AUGUST 5, 2024**

BIDS ARE DUE NOT LATER THAN 2:00 P.M. EDT ON AUGUST 13, 2024.

BIDS WILL BE PUBLICLY OPENED AT 2:00 P.M. EDT ON AUGUST 13, 2024.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency sending notice not later than seven (7) days prior to the proceeding at the address given on notice. Telephone: Laura Morse (904)201-8837; or 1-800-955-8771 (TDD) or 1-800-955-8770 (V), via Florida Relay Service.

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INSTRUCTIONS TO RESPONDENTS

1. DEFINITIONS

The definitions of capitalized terms used in this solicitation that are not otherwise defined herein can be found in the sample contract document or purchase order (“Agreement”) that is at the end of these instructions. The Agreement includes these Instructions to Respondents, any addenda published by the City, the Bid submitted by Respondent, and all required certifications and affidavits.

2. PROCUREMENT CONTACT

All inquiries related to this solicitation should be directed to the Procurement Contact:

Laura Morse Phone: 904-201-8837 Fax: 904-825-1051 Email: lmorse@citystaug.com
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3. WHERE TO DELIVER BID

All bids must be submitted in sealed envelopes with the Bid number and Bid opening time and date (as advertised) clearly marked in large, bold, and/or colored lettering to:

City of St. Augustine Request for Bids #24052 Attention: General Services Department 75 King Street, Lobby D, 4 th Floor St. Augustine, Florida 32084
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Please note that the United States Postal Service does not deliver regular mail or express mail to the above physical address. The City’s experience is that Federal Express and United Parcel Service will. Respondents should allow sufficient time for delivery to either address.

4. BID DUE DATE

Bids are due by 2:00 p.m. EDT on AUGUST 13, 2024.

5. BID OPENING

Respondents or their authorized agents are invited to attend the Bid opening. The bids will be opened, read aloud and recorded at 2:00 p.m. EDT on AUGUST 13, 2024, at the following time and place:

City of St. Augustine 75 King Street Lobby D, 4 th Floor General Services Conference Room St. Augustine, Florida 32084

The Florida Public Records Act, Section 119.071(1)(b), F.S., exempts sealed bids from inspection, examination, and duplication until such time as the City issues a notice of decision (Notice of Award) or intended decision (Notice of Intent to Award) pursuant to Section 120.57(3)(a), F.S., or within 30 days after the bid opening, or final replies, whichever comes first. This exemption is not waived by the public opening of the bids.

Unless otherwise exempt, Respondent's submittal is a public record that is subject to disclosure upon expiration of the above exemption. If any information submitted with the bid is a trade secret as defined in Section 812.081, F.S., and exempt from disclosure pursuant to Section 815.04, F.S., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its submittal and explain the basis for such exemption. The City reserves the right, in its sole judgment and discretion, to reject a submittal for excessive or unwarranted assertion of trade secret confidentiality and return the submittal to Respondent.

6. PREPARATION AND ORGANIZATION OF BID DOCUMENTS

Respondents must submit the following fully executed documents on reproduced copies of the attached forms provided in FORMS:

- a. Bid Form.
- b. Cost Schedule.
- c. Certificate as to Corporation.
- d. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications.
- e. Qualifications (General and Similar Projects).
- f. Drug-Free Workplace Form (not required unless there is a tie bid).

Respondents must submit the original, one (1) copy and one (1) USB of their bid package in the form and manner specified below. All blank spaces on the bid documents must be typewritten or legibly printed in ink. Respondent must specify the cost for any one complete bid item or the entire work described in the Agreement (the "Work") in figures as indicated by the spaces provided. In the event you decline to submit a bid, the City requests submittal of the "No Response Form" provided at the end of the "FORMS" section to describe the reason for not submitting a bid.

Respondents should review the draft Contract provided and seek private legal counsel should they have any questions or concerns.

BY SUBMITTING A BID PACKAGE, RESPONDENTS ACKNOWLEDGE THAT THE CITY'S STANDARD CONTRACT FORM WILL BE USED. ANY DELAYS CAUSED DUE TO RESPONDENT'S FAILURE TO ACCEPT THE TERMS OF THE STANDARD CONTRACT FORM AFTER THE SUCCESSFUL BID HAS BEEN AWARDED MAY RESULT IN REJECTION OF THE BID.

7. INQUIRIES AND ADDENDA

City staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents or to correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the City, the interpretation or correction must be given by the Procurement Contact and must be in writing. The Procurement Contact may orally explain the City's bidding procedures and assist Respondents in referring to any applicable provision in the solicitation documents, but

this ultimately responsible for submitting the bid in the appropriate form and in accordance with written procedures.

Every request for a written interpretation or correction must be received at least nine (9) days prior to opening of bids in order to be considered August 5, 2024. Requests may be submitted by e-mail to lmorse@citystaug.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by DemandStar to all prospective Respondents (at the respective addresses furnished for such purposes) not later than six (6) days prior to the date fixed for the opening of bids August 13, 2024.

Submission of a bid constitutes acknowledgment of receipt of all addenda. Bids will be construed as though all addenda had been received. Failure of the Respondent to receive any addenda does not relieve Respondent from any and all obligations under the bid, as submitted. All addenda become part of the Agreement.

8. **MINIMUM QUALIFICATIONS**

Respondent must use the "Qualification" forms (GENERAL and SIMILAR PROJECTS) provided in the solicitation documents to document the minimum qualifications listed below. Failure to include these forms with the bid may be considered non-responsive.

- a. Respondent must have fill rate of at least two (2) On-time-and-Complete (OTC) deliveries of similar commodities in the past three (3) years. Each commodity sale must have an annual value of at least the approximate annual usage of each chemical identified on the Cost Schedule on Page 15. One of the deliveries must have been completed prior to July 1, 2021.

Irrespective of the minimum qualifications stated above, the City may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work. The City reserves the right to reject any bid if the evidence submitted by such Respondent and/or the City's independent investigation of such Respondent fails to satisfy the City that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the City within the time period specified.

9. **BID GUARANTY**

For the purposes of this solicitation, a bid guaranty is not required.

10. **SUBCONTRACTS**

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors for each portion of the Work exceeding 10% of the Total Bid Cost on the attached "Proposed Subcontractors" form. Respondent must submit with its bid a list of all known subcontractors who will be paid more than 10% of the Total Bid Cost. Acceptance of the bid does not constitute approval of the subcontractors identified with the bid.

11. **SIGNATURE AND CERTIFICATION REQUIREMENTS**

An individual submitting a bid must sign his/her name on same and state his/her address and the name and address of every other person interested in the bid as principal. If a firm or partnership submits the bid, state the name and address of each member of the firm or partnership. If a

corporation submits the bid, an authorized officer or agent must sign the bid, subscribing the name of the corporation with his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the state under which the corporation is chartered and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State for doing business in the State of Florida. Respondent must certify that all persons or entities having an interest as principal in the submittal of the bid or in substantial performance of the Work have been identified in the bid forms.

12. LOCAL BUSINESS PURCHASING

I. Policy Statement

The City Commission hereby adopts a Local Business Purchasing Preference Policy as set forth herein.

II. Definitions

- A. *Construction services* means all labor, services and materials provided in connection with the construction, alteration, repair, demolition, reconstruction or any other improvements to a City facility or real property.
- B. *General services* means support services performed by an independent contractor requiring specialized knowledge, experience or expertise that includes, but is not limited to, pest control, janitorial services, laundry services, catering services, security services, lawn maintenance services and maintenance of equipment.
- C. *Goods* means, but is not limited to, supplies, equipment, materials and printed matter.
- D. *Local business* means the vendor holds a valid business tax receipt issued by the City of St. Augustine or St. Johns County issued at least one (1) year prior to bid or proposal submittal and uses a business address physically located within the territorial limits of St. Johns County in an area zoned for the conduct of such business, from which the vendor operates a business or performs business services on a day-to-day basis, provided that a substantial component of the goods or services being offered go to the City of St. Augustine. Firms which provide goods or services which are exempt from City of St. Augustine and St. Johns County business tax receipt requirements shall be required to submit documentation satisfactory to the City demonstrating the physical business presence of the firm within the limits of St. Johns County for at least one (1) year prior to bid or proposal submission. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide, prior to recommendation for award, a copy of the current and valid business tax receipt issued at least one (1) year prior to bid or proposal submission or copies of other documentation demonstrating the physical business presence of the vendor within the limits of St. Johns County for at least one (1) year prior to bid or proposal submission.
- E. *Principal place of business* means the “nerve center,” the place where the Respondents or the Respondent’s corporate officers direct, control and coordinate the activities of the Respondents. If the Respondents operates only one (1) business location, such business location shall be considered its Principal Place of Business.

- F. *Professional services* means advice, instruction or specialized work from an individual, firm or corporation specifically qualified in a particular area. "Professional services," for the purposes of this definition, shall not mean those services procured pursuant to Section 287.055, Florida Statutes.

III. Local Preference Procedure

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods, general services, construction services or professional services under the City's procurement policy shall give preference to local businesses in the following manner:

- A. In purchasing of, or letting of contracts for procurement of goods, materials, general services, professional services or for construction of improvements to real property or existing structures for projects estimated not to exceed \$250,000, in which pricing is the major consideration, the City may give a preference to local businesses in making such purchase or awarding such contract as follows:

Request for Bids:

- 1) If the low responsive and responsible Respondent is not a Local Business as defined herein, then any and all responsive and responsible Local Businesses submitting a price within up to five percent (5%) of the low bid shall have an opportunity to submit a best and final bid equal to or lower than the low bid and which matches the terms and conditions of the low bid.
- 2) The award, if any, shall be made to the responsive and responsible Respondent offering the lowest best and final bid.
- 3) All best and final bids shall be received within five (5) business days following receipt of written notification of rebid opportunity by the City.

Request for Proposals:

- 1) If the highest ranked, responsive and responsible Respondent is not a Local Business as defined herein, then any and all responsive and responsible Local Businesses receiving a final ranking within up to five percent (5%) of the highest ranked Respondent shall have an opportunity to submit a best and final proposal, which meets all the requirements of the solicitation, for evaluation.
 - 2) The award, if any, shall be made to the responsive and responsible Respondent receiving the highest ranking.
 - 3) All best and final proposals shall be received within five (5) business days following receipt of written notification of resubmittal opportunity by the City.
- B. Ties in the best and final bid or proposal shall be resolved in the following order: Local Business, other business. If a tie still exists, then the tie may be broken using the tie breaker criteria in the solicitation documents.

IV. Waiver

The application of local preference to a particular purchase, contract or category of contracts may be waived upon written recommendation of the Director of General Services and approval of the City Manager or his/her designee.

V. Other Preferences

The preferences established herein in no way prohibit the right of the City of St. Augustine to compare quality of materials proposed for purchase and to compare qualifications, past performance, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the City of St. Augustine from giving any other preference permitted by law instead of the preference authorized herein.

VI. Exemption of Certain Contracts

Co-operative purchases shall be exempt unless all participants in the co-operative purchase agree to apply this local preference resolution. In addition, particular categories of contracts may be exempted from application of local preference upon determination by the City Manager that such exemption serves the best interest of the City.

13. DISQUALIFICATION OF RESPONDENTS

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the bid:

- a. Submission of more than one bid for the same subject matter by an individual, firm, partnership, or corporation under the same or different names.
- b. Evidence of collusion among Respondents.
- c. Submission of materially false information with the bid.
- d. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work.
- e. Incomplete contractual commitment(s) to other persons or entities, which, in the sole judgment of the City, may hinder or prevent the prompt completion of the Work if awarded to Respondent.
- f. Failure of Respondent to adequately perform on any existing contract with the City.
- g. Default of Respondent on a previous contract with the City.
- h. Failure the evidence submitted by Respondent, or the City's investigation of Respondent, to satisfy the City that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the City and within the time period specified.
- i. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the City's objectives for the Work.

14. LOBBYING

Respondents shall not contact, lobby or otherwise communicate with any City of St. Augustine employee, including any member of the City Commission, other than the above referenced individual from the point of advertisement of the solicitation until contract(s) are executed by all parties, per City of St. Augustine Procurement Policies and Procedures Manual, Section II, Page 69, "Procedures Concerning Lobbying". According to City policy, any such communication shall disqualify the vendor, contractor or consultant from responding to the subject Request for Bids, Request for Proposals, Invitation to Negotiate, or Request for Qualifications. The City reserves the right to accept or reject any/all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of the City. The City also reserves the right to award the base bid and any alternates bids in any combination that best serves the needs of the City.

15. REJECTION OF BIDS

Bids must be delivered to the specified location and received before the bid opening in order to be considered. Untimely bids will be returned to the Respondent unopened. Bids will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids, or other material irregularities. The City may consider incomplete any bid not prepared and submitted in accordance with the provisions specified herein and reserves the right to waive any minor deviations or irregularities in an otherwise valid bid.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS WHEN IT DETERMINES, IN ITS SOLE JUDGMENT AND DISCRETION THAT IT IS NOT IN BEST INTEREST OF THE CITY TO AWARD THE AGREEMENT.

16. WITHDRAWAL OF BIDS

Respondent may withdraw its bid if it submits such a written request to the City prior to the designated date and hour of bid opening. Respondent may be permitted to withdraw its bid no later than 72 hours after the bid opening for good cause, as determined by the City in its sole judgment and discretion.

17. AWARDING THE AGREEMENT

The Bid will be awarded to the responsive, responsible Respondent(s) submitting the lowest per unit price. The City reserves the right to make award(s) by individual commodities, on an item-by-item basis, and to issue multiple awards based on any combination of the commodities listed on the Cost Schedule.

The Bid may be awarded to multiple responsive, responsible Respondents, being the Respondents with the lowest Unit Price who demonstrates, in accordance with the requirements of the bid documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Agreement (the "Successful Respondent"). The Agreement may be modified based on the City's acceptance of any alternatives listed in the bid that the City deems in its best interest.

If two (2) or more bids are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with Section 287.087, F.S., *via* the Drug-Free Workplace Form or two (2) by lot.

The City reserves the right to award the Agreement to the next lowest available Respondent in the event the Successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within 90 days of the effective date.

All Respondents will be notified of the City's intent to award or decision to award the Agreement. For the purpose of filing a bid protest under Section 120.57(3), F.S., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

18. EXECUTION OF AGREEMENT

Submittal of a bid binds the Successful Respondent to perform the Work upon acceptance of the bid and execution of the Agreement by the City.

Unless all bids are rejected, a contract substantially in the form included in these solicitation documents will be provided to the Successful Respondent, who must execute and return the Agreement to the City within ten (10) days of the date of receipt, along with the following:

- a. A completed Internal Revenue Service Form W-9.
- b. Satisfactory evidence of all required insurance coverage.
- c. Proof satisfactory to the City of the authority of the person or persons executing the Agreement on behalf of Respondent.
- d. All other information and documentation required by the Agreement.

The City will not execute the Agreement until the documents described above have been executed and delivered to the City. The Agreement will not be binding until executed by the City. A copy of the fully executed Agreement will be delivered to the Successful Respondent. The City reserves the right to cancel award of the Agreement without liability at any time before the Agreement has been fully executed by all parties and delivered to the Successful Respondent.

Failure upon the part of the Successful Respondent to execute the Agreement or timely submit the required evidence of insurance coverage, or any other matter required by the Agreement, will be just cause, if the City so elects, for annulment of the recommended award.

19. EXAMINATION OF DOCUMENTS AND WORK AREA

Respondent is solely responsible for being fully informed of the conditions under which the Work is to be performed in relation to existing conditions. Respondent is solely responsible for carefully examining the general area of the Work, the requirements of the contract documents, including drawings if applicable, related to the Work, the time in which the Work must be completed, and any other details of the Work. Respondent must satisfy itself from its own personal knowledge and experience or professional advice as to the character of the Work, the conditions and materials to be encountered, the character, quality, and quantities of the Work, and any other conditions affecting the Work, including surrounding land.

Failure to satisfy the obligations of this paragraph will not relieve a Successful Respondent of its obligation to furnish all material, equipment, and labor necessary to perform the Agreement and to complete the Work for the consideration set forth in its bid. Any such failure will not be sufficient cause to submit a claim for additional compensation.

No oral agreement or conversation with any City officer, agent or employee, either before or after the execution of the Agreement, will affect or modify any of its terms.

20. DIVERSITY

The City is committed to the opportunity for diversity in the award and performance of all procurement activities. The City encourages its Prime Respondent to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE, DBE and SBE) are given the opportunity for maximum participation as second and lower tier participants. The City will assist Respondents by sharing information on W/MBEs to encourage their participation.

21. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

In accordance with Sections 287.133 and 287.134, F.S., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for CATEGORY TWO (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted or discriminatory vendor lists.

22. FLORIDA SALES TAX

The City is exempt from payment of State of Florida sales tax pursuant to Section 212.08(6), F.S. Any tangible personal property that is the subject of this solicitation is intended to remain tangible personal property and not become part of a public work owned by the City.

23. NOTICES AND SERVICES THEREOF

The City will publish notice of specifications and criteria, including addenda, intended agency decisions or other matters pertinent to this solicitation on Onvia DemandStar at *Demandstar.com*.

Notices that are posted on Onvia DemandStar are deemed received at 8:00 a.m. on the next business day following the date posted. Notices will be posted for a minimum of seventy-two (72) hours following the time at which they are deemed received. The time period for filing a Notice of Bid Protest commences at the time notices are deemed received.

As a courtesy to Respondents, the City may send copies of the notices of intended agency decisions *via* e-mail or facsimile to the address or phone number provided by Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

24. PROTEST PROCEDURES

A. Who May File A Protest:

Any Respondent who is aggrieved in connection with a bid or award of bid or contract may file a protest with the Director of General Services. Protests relating to cancellation of request to bid and protests relating to the rejection of all bids are not permitted.

B. Time for Filing:

A Respondent must file a protest within three business days after such aggrieved person knew or should have known of the facts giving rise to the protest, provided the bid award or contract has not been approved by the City Commission or the contract has not been fully executed if City Commission approval is not necessary. A protest is deemed filed when received by the Director of General Services.

C. Form of Protest:

A protest must be written and filed with the Director of General Services, Post Office Box 210, St. Augustine, FL 32085-0210. A protest must state all grounds upon which the protesting party asserts that the bid or award was improper. Issues not raised by the protesting party in the protest are deemed waived and may not be raised on appeal. The protesting party may submit with the protest any documents or information deemed relevant.

D. Procedures:

- 1) Any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, associated with this bid, must file a Notice of Protest within three (3) business days after receipt of this bid. The protester must also file with the Director of General Services a Formal Written Protest within ten (10) days after the date the Notice of Protest is filed with the City. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based.
- 2) No additional time shall be added for mailing. All filings shall be received by the Director of General Services at the City of St. Augustine, Post Office Box 210, St. Augustine, Florida 32085 within the prescribed time periods. The City shall not accept as filed any electronically transmitted facsimile pleadings, petitions, notice of protests or other documents. Failure to file a protest within the time prescribed shall constitute a waiver of proceedings.
- 3) Any person adversely affected by a City decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, shall file a Notice of Protest within three (3) business days after receipt of the decision or intended decision. The protester shall also file with the Director of General Services a Formal Written Protest within ten (10) days after the date the Notice of Protest is filed with the City. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based.
- 4) No additional time shall be added for mailing. All filings shall be addressed to and received by the Director of General Services at City Hall in St. Augustine, Florida within the prescribed time periods. Failure to file a protest within the time prescribed the protest procedures shall constitute a waiver of protest proceedings.

**NO RESPONSE FORM
CITY OF ST. AUGUSTINE**

**BID NUMBER 24052
PURCHASE AND DELIVERY OF CHEMICALS
FOR THE WATER AND WASTEWATER TREATMENT PLANTS**

Your reasons for not responding to this Request for Bids are valuable to the City of St. Augustine's procurement process. Please complete this form and return it to the Division of Purchasing no later than the date set for receipt of bids. Thank you for your cooperation.

Please check (as applicable):

- Specifications too "general" (explain below)
- Insufficient time to respond to the Request for Bids
- Do not provide this type of work for this project
- Schedule would not permit us to perform
- Unable to meet bid specifications
- Specifications unclear (explain below)
- Disagree with solicitation or Agreement terms and conditions (explain below)
- Other (specify below)

Remarks: _____

DATE _____

RESPONDENT (FIRM NAME) _____

ADDRESS _____

E-MAIL ADDRESS _____

SIGNATURE _____

TYPED NAME AND TITLE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

**PRICE AGREEMENT
AGREEMENT BETWEEN THE CITY OF ST. AUGUSTINE (CITY) AND XXXX
(VENDOR/Contractor) FOR THE PURCHASE AND DELIVERY OF CHEMICALS
FOR THE WATER AND WASTEWATER PLANTS**

This AGREEMENT is entered into by and between the CITY OF ST. AUGUSTINE (the "City"), whose mailing address is P. O. Box 210 St. Augustine, Florida 32085-0219 and VENDOR/CONTRACTOR, whose mailing address is XXXXXXXX.

Vendor/Contractor responded to the City's RFB #24052 on XXXXX and was awarded the contract.

Accordingly, in addition to the attached Purchase Order Terms and Conditions, the City and Vendor/Contractor agree to the following:

- The Agreement shall be effective upon execution by both parties, commencing on October 1, 2024 date and shall expire on September 30, 2027, This Agreement may be renewed by mutual and written consent of each party for no more than two (2) terms up to three (3) consecutive years for each term.
- **COST OF LIVING INCREASES** A Consumer Price Index ("CPI") – based Cost Schedule increase may be requested in writing no later than three (3) months before the contract anniversary date (September 30). The increase will be limited to the Unadjusted percentage change for All Urban Consumers, not to exceed five percent, for the twelve-month timeframe beginning three months before the contract renewal date. Example: Contract expiration September 30, the CPI will be based on the May index.
- **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the City's Commission; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the City's Commission for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the City shall so notify Contractor and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the City may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.
- The City shall provide the specifications, receipt point location and details with each Purchase order. The City's Purchase order shall identify the amount of product needed along with identification of any special delivery, schedule or other requirements. The City makes no guarantee as to the actual amount that will be purchased.
- The City's Project Manager will determine the method best suited for issuing each order. Vendor/Contractor guarantees the bid price as awarded in RFB #24052 through the term of the Agreement. The Vendor/Contractor shall deliver to the City as specified within the City's Purchase Order unless otherwise agreed to by City staff.
- Vendor/Contractor must notify the City within ten (10) days of any action of lapse that results in Vendor/Contractor no longer meeting the minimum qualification criteria in the solicitation.

- The City may terminate the Agreement without cause upon thirty (30) days written notice. In such event, Vendor/Contractor shall be compensated for all Work performed in accordance with this Agreement to the effective date of termination. Alternatively, the city may terminate the Agreement for cause on ten (10) days written notice and opportunity to cure in the event of any material breach hereof. Upon termination, the City may take possession of and finish the Work by whatever method(s) the city deems expedient.
- **COMPLIANCE WITH PUBLIC RECORDS ACT**

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

Telephone: (904) 825-1007
Email: recordsrequest@cityvstaug.com
Mailing Address: City of St. Augustine
Darlene Galambos, City Clerk
Public Records Custodian
P.O. Box 210
St. Augustine, Florida 32085-0210

Pursuant to Chapter 119, Florida Statutes, the Contractor shall comply with the provisions of the Florida Public Records Act, specifically to:

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

6. If the Contractor does not comply with the City's public records request for records, the City shall consider such noncompliance a material default of the terms of the contract and shall seek such remedies for such default as provided in the contract or at law.
 7. A contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under F.S. 119.10.
- **EMPLOYMENT ELIGIBILITY.** Contractor must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Contractor during the term of this Agreement to work in Florida. Additionally, if Contractor uses subcontractors to perform any portion of the Work (under this Agreement), Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.
 - **USE OF CITY SEAL.** Contractor is not authorized to use the City Seal unless separate written approval is granted by the City Commission.
 - **RESPONSIBLE VENDOR DETERMINATION.** Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
 - **EFFECT OF BANKRUPTCY.** The Agreement will be deemed terminated upon the City being put on notice that the Contractor has made a general assignment for the benefit of its creditors, has had a receiver appointed because of insolvency, has filed for bankruptcy, or has a petition for involuntary bankruptcy filed against it.
 - **HEAT PROTECTION AND REGULATIONS.** Contractor must comply with all state and federal heat exposure laws.

****To be used for corporations**

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year written below.

CITY OF ST. AUGUSTINE, FLORIDA,
A municipal corporation

ATTEST:

Darlene Galambos, City Clerk

(SEAL)

By: _____
David Birchim, City Manager

Date: _____

ATTEST:

Corporate Secretary
(SEAL)

By: _____
Printed Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Isabelle C. Lopez, City Attorney

- Exhibit A: Scope of Work / Specifications
- Exhibit B: General Terms and Conditions for City Purchase Orders
- Exhibit C: Insurance Requirements

****To be used for LLC and Individual**

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year written below.

CITY OF ST. AUGUSTINE, FLORIDA,
A municipal corporation

ATTEST:

Darlene Galambos, City Clerk

(SEAL)

By: _____
David Birchim, City Manager

Date: _____

CONTRACTOR

Signed, sealed and delivered
in the presence of:

Witness

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Witness

Printed Name: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Isabelle C. Lopez, City Attorney

- Exhibit A: Scope of Work / Specifications
- Exhibit B: General Terms and Conditions for City Purchase Orders
- Exhibit C: Insurance Requirements

EXHIBIT A – SCOPE OF WORK/SPECIFICATIONS

SCOPE OF WORK / SPECIFICATIONS

<p style="text-align: center;">Sodium Hydroxide Quantity: Approximately 12,000 gallons annually</p>

- Acceptable Standard: 50% grade Sodium Hydroxide (caustic), either rayon or membrane grade and must meet NSF Standard 60 specifications at the time of bid submittal.
- Caustic must be delivered as liquid.
- Delivery will be approximately three thousand (3,000) gallons per load.
- Total anticipated annual volume (not guaranteed) is twelve thousand (12,000) gallons.
- The bidder must submit a certificate of compliance and a certified analysis as to the composition of the product with the bid and with each delivery.
- The successful bidder's shipper is responsible for matching the City's receiving tank equipment with the proper tank truck discharge system.
- The successful bidder must supply S.D.S. (Safety Data Sheets) for the product.
- The successful bidder must supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries are accepted between the hours of 5:00 AM and 2:00 PM Monday through Friday. No deliveries on holidays.

Delivery Requirements:

The Vendor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within twenty-four (24) hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the City from running out of Sodium Hydroxide in less than thirty-six (36) hours. City shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Vendor's product or impede the unloading process. It is the Vendor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Sodium Hydroxide shall be supplied by the Vendor and shall be clean and free from contaminating material. The City may reject a load if the equipment is not properly cleaned. The Vendor shall furnish a City

approved, leak-free connection device between the trailer and the City's intake receptacle. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled Sodium Hydroxide. If the spill is not cleaned up, the City will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Vendor and deducted from the amount due to the Vendor. If the City's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Vendor or its subcontractor, the Vendor shall be relieved of cleanup of the spill.

Delivery Location:

Bulk delivery by tanker shall be made to:

City of St. Augustine Water Treatment Plant, 254 West King Street, St. Augustine Florida 32084

The City owns one (1) three thousand eight hundred (3,800) gallon storage tank.

SCOPE OF WORK / SPECIFICATIONS

Type of Chemical: Sodium Hypochlorite
Quantity: Approximately 260,000 gallons annually

General Description of Services

- Acceptable Standard: 12.5% trade percent Sodium Hypochlorite (liquid bleach), must meet NSF Standard 60 specifications at the time of bid submittal.
- Typical delivery will be a minimum load of five thousand (5,000) gallons.
- Total anticipated annual volume (not guaranteed) is two hundred sixty thousand gallons (260,000 gallons).
- The bidder must submit a certificate of compliance and a certified analysis as to the composition of the product with the bid and with each delivery.
- The successful bidder's shipper is responsible for matching the City's receiving tank equipment with the proper tank truck discharge system.
- The successful bidder must supply S.D.S. (Safety Data Sheets) for the product.
- The successful bidder must supply copies of the manufacturer's shipping and handling safety procedures
- Deliveries are accepted between the hours of 5:00 AM and 2:00 PM. No deliveries on holidays.

Delivery Requirements:

The Vendor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within twenty-four (24) hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the City from running out of Sodium Hypochlorite in less than thirty-six (36) hours. City shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Vendor's product or impede the unloading process. It is the Vendor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Sodium Hypochlorite shall be supplied by the Vendor and shall be clean and free from contaminating material. The City may reject a load if the equipment is not properly cleaned. The Vendor shall furnish a City approved, leak-free connection device between the trailer and the City's intake receptacle. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled Sodium Hypochlorite. If the spill is not cleaned up, the City will hire a certified hazardous material

handling company to clean up the spill, and the cost of such service will be charge to the Vendor and deducted from the amount due to the Vendor. If the City's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Vendor or its subcontractor, the Vendor shall be relieved of cleanup of the spill.

Delivery Location:

Bulk delivery by tanker shall be made to:

City of St Augustine Water Treatment Plant, 254 West King Street, St. Augustine Florida, 32084

The City owns two (2) six thousand (6,000) gallon tanks.

SCOPE OF WORK / SPECIFICATIONS

<p>Type of Chemical: Sulfuric Acid Quantity: Approximately 225 tons annually</p>
--

- Acceptable Standard: 95% strength, must meet NSF Standard 60 specifications at the time of bid submittal.
- Sulfuric Acid must be delivered as liquid (price per wet ton).
- Typical delivery will be a twenty-five (25) ton minimum load.
- Total anticipated annual volume (not guaranteed) is two hundred twenty-five (225) tons.
- The bidder must submit a certificate of compliance and a certified analysis as to the composition of the product with the bid and with each delivery.
- The successful bidder's shipper is responsible for matching the City's receiving tank equipment with the proper tank truck discharge system.
- The successful bidder must supply S.D.S. (Safety Data Sheets) for the product.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries are accepted between the hours of 5:00 AM and 2:00 PM. No deliveries on holidays.

Delivery Requirements:

The Vendor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within twenty-four (24) hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the City from running out of Sulfuric Acid in less than thirty-six (36) hours. City shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Vendor's product or impede the unloading process. It is the Vendor's responsibility to verify the cleanliness of the transporting equipment. Sulfuric Acid shall be supplied by the Vendor and shall be clean and free from contaminating material. The City may reject a load if the equipment is not properly cleaned. The Vendor shall furnish a City approved, leak-free connection device between the trailer and the City's intake receptacle. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled Sulfuric Acid. If the spill is not cleaned up, the City will hire a certified hazardous material handling

company to clean up the spill, and the cost of such service will be charge to the Vendor and deducted from the amount due to the Vendor. If the City's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Vendor or its subcontractor, the Vendor shall be relieved of cleanup of the spill.

Delivery Location:

Bulk delivery by tanker shall be made to:

City of St. Augustine Water Treatment Plant, 254 West King Street, St. Augustine Florida 32084

The City owns one (1) six thousand (6,000) gallon tank.

SCOPE OF WORK / SPECIFICATIONS

Dewatering Polymer
Quantity: Approximately 23,000 lbs.

- Acceptable Standard: Clarifloc SE-1022 polymer solution or demonstrated equivalent.
- Polymer must be delivered in totes (2,300 lbs).
- Delivery will be approximately every four (4) to six (6) months.
- Total anticipated annual volume (not guaranteed) is ten (10) totes, or 23,000 lbs.
- The bidder must submit a certificate of compliance and a certified analysis of the composition of the product with the bid.
- The successful bidder's shipper is responsible for delivery using a drop gate trailer with ability to lift and lower totes for offloading.
- The successful bidder must supply S.D.S. (Safety Data Sheets) for the polymer solution.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. St. Augustine, Florida.

Delivery Requirements:

Vendor shall make "normal" deliveries within three (3) days after receipt of order or notify Plant staff of delay and reason.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. The Vendor's drivers shall display their driver's license whenever challenged by City during the delivery.

Delivery Location:

City of St. Augustine Wastewater Treatment Plant #1, 501 Riberia Street, St. Augustine Florida 32084

EXHIBIT B

**GENERAL TERMS AND CONDITIONS
FOR CITY OF ST. AUGUSTINE PURCHASE ORDERS**

1. This purchase order (Order) constitutes a binding contract under the terms and conditions contained herein when accepted by Seller, either by written acknowledgement or by commencement of shipment. No changes may be made in this Order without the authorization of the City of St. Augustine (COSA).
2. All rights and obligations of the parties to this Order will be governed by the provisions of the Uniform Commercial Code -- Article 2, Sales; Chapter 672, Florida Statutes.
3. Materials will be property packaged and marked with the purchase order number. Quantities specified herein are not to be exceeded unless otherwise authorized by COSA. COSA reserves the right to cancel this Order, or any part thereof, without obligation, if delivery is not made on the time(s)/date(s) specified.
4. Goods purchased under these terms must be delivered and received by the COSA receiving section.
5. Seller shall coordinate with City's project manager. All deliveries shall be made during normal business hours. Seller will be responsible for off loading deliveries unless special arrangements are made with the City. Seller is responsible to properly and appropriately place materials, items or products on site in an area approved by the City and protected from weather, damages and theft after delivery to the City.
6. All delivery tickets must be signed by the City's authorized representative. Delivery tickets must clearly describe materials, items or products shipped and delivered to the site and indicate materials, items or products that are back ordered. Signed delivery tickets must be attached to the Seller's invoicing.
7. Any and all additional materials or extra charges not included in this Order must be approved by the City in writing prior to ordering, fabrication and shipment.
8. Inspection of items will be made at the destination, unless otherwise specified, and before payment is due. COSA may reject any goods which are defective or not in conformance with specifications as to quality or performance. Title to property passes only after inspection and acceptance by COSA. Rejected goods will be returned to Seller at Seller's risk and expense. COSA has no further obligations with regard to rejected goods. In the absence of a separate agreement between the parties, full payment will be made within a reasonable time of delivery and inspection of goods. Invoices shall be provided to COSA within fifteen (15) days of delivery.
9. It is expressly agreed and understood that time is of the essence regarding this Order and the payment of the consideration herein expressed is executory and conditioned upon complete and timely performance by the Seller.
10. All prices must be F.O.B. the place of destination unless otherwise agreed. Where a specific purchase is negotiated F.O.B. the place of shipment, Seller will prepay shipping charges and include them on the invoice. C.O.D. shipments will be accepted and will be returned to Seller at Seller's risk and expense.
11. The sale price will be the lowest prevailing market price and under no circumstances higher than specified herein without the express authorization of COSA. Invoices shall be submitted in duplicate. Separate invoices are required for each Order.
12. In the event of a default or breach by the Seller, which results in a cost increase to COSA, COSA may procure articles or services from other sources and charge seller as liquidated damages any excess costs.
13. All materials, drawings or other items provided by COSA to Seller remain the property of COSA and will be returned to COSA upon demand. Unless otherwise agreed, all containers, reels or pallets shipped with goods by Seller remain the property of COSA.
14. The items covered by this Order will comply with all federal, state or local laws relative to same. Seller shall defend all actions or claims brought against COSA and hold and save COSA harmless from all losses, costs or damages related to actual or alleged infringement of letters of patent or copyrights, or claims arising from fatalities, injuries and/or property damage resulting from manufacturing or design deficiencies of delivered goods.
15. COSA is exempt from any sales, excise or federal transportation taxes and from the provisions of the Robinson Patman Act.
16. In accordance with Chapter 442, Florida Statutes, Seller will advise COSA if a product is a toxic substance and, in such case, will provide a Material Safety Data Sheet at the time of delivery.
17. Neither Seller nor COSA may assign any portion of this Order without the prior consent of the other.
18. This Order shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this contract.
19. This Order shall be governed under the laws of the State of Florida. Venue for any legal proceeding arising out of the interpretation or enforcement of this Order shall lie exclusively in a court of competent jurisdiction in St. Johns County, Florida.
20. The parties acknowledge that the terms and conditions of this Order and the contract documents incorporated in same as identified in this Order constitute the entire agreement of the parties and that those terms and conditions supersede all prior and contemporaneous representations, agreements, quotes whether written or oral.
21. Compliance with Public Record Act is required for all services, pursuant to Chapter 119 F.S.
22. Liability and Workers' Compensation insurance is required for all services. See attached City of St. Augustine Insurance Requirements. City does not waive sovereign immunity per F.S. 768.28.
23. Contractor certifies compliance with F.S. 448.095 Employment Eligibility.
24. Minimum Insurance Requirements for Services can be found on the City's Website under Purchasing. <https://citystauq.com/487/Purchasing>.
25. Responsible vendor determination. Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
26. Use of city seal. Contractor is not authorized to use the City Seal unless separate written approval is granted by the City Commission.
27. Effect of Bankruptcy. The Agreement will be deemed terminated upon notice that the Contractor has made a general assignment for the benefit of its creditors, has had a receiver appointed because of insolvency, has filed for bankruptcy, or has a petition for involuntary bankruptcy filed against it.

INSURANCE REQUIREMENTS

At a minimum, Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the City receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the City of St. Augustine ("City") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the City for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the City no less than thirty (30) days notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. City receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed City "Affidavit (Non-Construction)" for non-construction contracts. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as, but not limited to, Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000/\$2,000,000, for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$50,000

**If applicable, the following additional coverage may be required, depending upon the nature of the Work.

- (**) **"Builder's Risk" Property Insurance.** Coverage amount shall be sufficient to insure the completed value of new project construction.
- (**) **Maritime Workers' Compensation** insurance may be required if the work involves maritime activities, such as underwater diving, or work adjacent to navigable waters.
- (**) **Watercraft Liability.** \$300,000 for bodily injury and property damage.
- (**) **Pollution/Environmental Impairment Liability Coverage.** Not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.
- (**) **Professional Liability.** (Per claim) \$500,000 single limits.

CITY OF ST. AUGUSTINE

**REQUEST FOR BIDS
(SERVICES)**

The City of St. Augustine ("City") requests that interested parties respond to the solicitation below by August 13, 2024. Further information is available through Onvia DemandStar or the City's website at www.citystaug.com. Request for Bid packages may be obtained from Onvia DemandStar www.demandstar.com [(800) 711-1712] or by contacting the City of St. Augustine by emailing or calling Laura Morse at lmorse@citystaug.com or 904-201-8837.

**BID NUMBER 24052
PURCHASE AND DELIVERY OF CHEMICALS
FOR THE WATER AND WASTEWATER TREATMENT PLANTS**

The City of St. Augustine is seeking vendors for the purchase and delivery of chemicals used for the treatment of water and wastewater.

**EVERY REQUEST FOR WRITTEN INTERPRETATION OR CORRECTION MUST BE
RECEIVED BY AUGUST 5, 2024**

BIDS ARE DUE NOT LATER THAN 2:00 P.M. EDT ON AUGUST 13, 2024.

BIDS WILL BE PUBLICLY OPENED AT 2:00 P.M. EDT ON AUGUST 13, 2024.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency sending notice not later than seven (7) days prior to the proceeding at the address given on notice. Telephone: Laura Morse (904)201-8837; or 1-800-955-8771 (TDD) or 1-800-955-8770 (V), via Florida Relay Service.

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INSTRUCTIONS TO RESPONDENTS

1. DEFINITIONS

The definitions of capitalized terms used in this solicitation that are not otherwise defined herein can be found in the sample contract document or purchase order ("Agreement") that is at the end of these instructions. The Agreement includes these Instructions to Respondents, any addenda published by the City, the Bid submitted by Respondent, and all required certifications and affidavits.

2. PROCUREMENT CONTACT

All inquiries related to this solicitation should be directed to the Procurement Contact:

<p>Laura Morse Phone: 904-201-8837 Fax: 904-825-1051 Email: lmorse@citystaug.com</p>

3. WHERE TO DELIVER BID

All bids must be submitted in sealed envelopes with the Bid number and Bid opening time and date (as advertised) clearly marked in large, bold, and/or colored lettering to:

<p>City of St. Augustine Request for Bids #24052 Attention: General Services Department 75 King Street, Lobby D, 4th Floor St. Augustine, Florida 32084</p>
--

Please note that the United States Postal Service does not deliver regular mail or express mail to the above physical address. The City's experience is that Federal Express and United Parcel Service will. Respondents should allow sufficient time for delivery to either address.

4. BID DUE DATE

Bids are due by 2:00 p.m. EDT on AUGUST 13, 2024.

5. BID OPENING

Respondents or their authorized agents are invited to attend the Bid opening. The bids will be opened, read aloud and recorded at 2:00 p.m. EDT on AUGUST 13, 2024, at the following time and place:

<p>City of St. Augustine 75 King Street Lobby D, 4th Floor General Services Conference Room St. Augustine, Florida 32084</p>

The Florida Public Records Act, Section 119.071(1)(b), F.S., exempts sealed bids from inspection, examination, and duplication until such time as the City issues a notice of decision (Notice of Award) or intended decision (Notice of Intent to Award) pursuant to Section 120.57(3)(a), F.S., or within 30 days after the bid opening, or final replies, whichever comes first. This exemption is not waived by the public opening of the bids.

Unless otherwise exempt, Respondent's submittal is a public record that is subject to disclosure upon expiration of the above exemption. If any information submitted with the bid is a trade secret as defined in Section 812.081, F.S., and exempt from disclosure pursuant to Section 815.04, F.S., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its submittal and explain the basis for such exemption. The City reserves the right, in its sole judgment and discretion, to reject a submittal for excessive or unwarranted assertion of trade secret confidentiality and return the submittal to Respondent.

6. PREPARATION AND ORGANIZATION OF BID DOCUMENTS

Respondents must submit the following fully executed documents on reproduced copies of the attached forms provided in FORMS:

- a. Bid Form.
- b. Cost Schedule.
- c. Certificate as to Corporation.
- d. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications.
- e. Qualifications (General and Similar Projects).
- f. Drug-Free Workplace Form (not required unless there is a tie bid).

Respondents must submit the original, one (1) copy and one (1) USB of their bid package in the form and manner specified below. All blank spaces on the bid documents must be typewritten or legibly printed in ink. Respondent must specify the cost for any one complete bid item or the entire work described in the Agreement (the "Work") in figures as indicated by the spaces provided. In the event you decline to submit a bid, the City requests submittal of the "No Response Form" provided at the end of the "FORMS" section to describe the reason for not submitting a bid.

Respondents should review the draft Contract provided and seek private legal counsel should they have any questions or concerns.

BY SUBMITTING A BID PACKAGE, RESPONDENTS ACKNOWLEDGE THAT THE CITY'S STANDARD CONTRACT FORM WILL BE USED. ANY DELAYS CAUSED DUE TO RESPONDENT'S FAILURE TO ACCEPT THE TERMS OF THE STANDARD CONTRACT FORM AFTER THE SUCCESSFUL BID HAS BEEN AWARDED MAY RESULT IN REJECTION OF THE BID.

7. INQUIRIES AND ADDENDA

City staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents or to correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the City, the interpretation or correction must be given by the Procurement Contact and must be in writing. The Procurement Contact may orally explain the City's bidding procedures and assist Respondents in referring to any applicable provision in the solicitation documents, but

this ultimately responsible for submitting the bid in the appropriate form and in accordance with written procedures.

Every request for a written interpretation or correction must be received at least nine (9) days prior to opening of bids in order to be considered August 5, 2024. Requests may be submitted by e-mail to lmorse@citystaug.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by DemandStar to all prospective Respondents (at the respective addresses furnished for such purposes) not later than six (6) days prior to the date fixed for the opening of bids August 13, 2024.

Submission of a bid constitutes acknowledgment of receipt of all addenda. Bids will be construed as though all addenda had been received. Failure of the Respondent to receive any addenda does not relieve Respondent from any and all obligations under the bid, as submitted. All addenda become part of the Agreement.

8. MINIMUM QUALIFICATIONS

Respondent must use the "Qualification" forms (GENERAL and SIMILAR PROJECTS) provided in the solicitation documents to document the minimum qualifications listed below. Failure to include these forms with the bid may be considered non-responsive.

- a. Respondent must have fill rate of at least two (2) On-time-and-Complete (OTC) deliveries of similar commodities in the past three (3) years. Each commodity sale must have an annual value of at least the approximate annual usage of each chemical identified on the Cost Schedule on Page 15. One of the deliveries must have been completed prior to July 1, 2021.

Irrespective of the minimum qualifications stated above, the City may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work. The City reserves the right to reject any bid if the evidence submitted by such Respondent and/or the City's independent investigation of such Respondent fails to satisfy the City that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the City within the time period specified.

9. BID GUARANTY

For the purposes of this solicitation, a bid guaranty is not required.

10. SUBCONTRACTS

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors for each portion of the Work exceeding 10% of the Total Bid Cost on the attached "Proposed Subcontractors" form. Respondent must submit with its bid a list of all known subcontractors who will be paid more than 10% of the Total Bid Cost. Acceptance of the bid does not constitute approval of the subcontractors identified with the bid.

11. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a bid must sign his/her name on same and state his/her address and the name and address of every other person interested in the bid as principal. If a firm or partnership submits the bid, state the name and address of each member of the firm or partnership. If a

corporation submits the bid, an authorized officer or agent must sign the bid, subscribing the name of the corporation with his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the state under which the corporation is chartered and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State for doing business in the State of Florida. Respondent must certify that all persons or entities having an interest as principal in the submittal of the bid or in substantial performance of the Work have been identified in the bid forms.

12. LOCAL BUSINESS PURCHASING

I. Policy Statement

The City Commission hereby adopts a Local Business Purchasing Preference Policy as set forth herein.

II. Definitions

- A. *Construction services* means all labor, services and materials provided in connection with the construction, alteration, repair, demolition, reconstruction or any other improvements to a City facility or real property.
- B. *General services* means support services performed by an independent contractor requiring specialized knowledge, experience or expertise that includes, but is not limited to, pest control, janitorial services, laundry services, catering services, security services, lawn maintenance services and maintenance of equipment.
- C. *Goods* means, but is not limited to, supplies, equipment, materials and printed matter.
- D. *Local business* means the vendor holds a valid business tax receipt issued by the City of St. Augustine or St. Johns County issued at least one (1) year prior to bid or proposal submittal and uses a business address physically located within the territorial limits of St. Johns County in an area zoned for the conduct of such business, from which the vendor operates a business or performs business services on a day-to-day basis, provided that a substantial component of the goods or services being offered go to the City of St. Augustine. Firms which provide goods or services which are exempt from City of St. Augustine and St. Johns County business tax receipt requirements shall be required to submit documentation satisfactory to the City demonstrating the physical business presence of the firm within the limits of St. Johns County for at least one (1) year prior to bid or proposal submission. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide, prior to recommendation for award, a copy of the current and valid business tax receipt issued at least one (1) year prior to bid or proposal submission or copies of other documentation demonstrating the physical business presence of the vendor within the limits of St. Johns County for at least one (1) year prior to bid or proposal submission.
- E. *Principal place of business* means the “nerve center,” the place where the Respondents or the Respondent’s corporate officers direct, control and coordinate the activities of the Respondents. If the Respondents operates only one (1) business location, such business location shall be considered its Principal Place of Business.

- F. *Professional services* means advice, instruction or specialized work from an individual, firm or corporation specifically qualified in a particular area. "Professional services," for the purposes of this definition, shall not mean those services procured pursuant to Section 287.055, Florida Statutes.

III. Local Preference Procedure

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods, general services, construction services or professional services under the City's procurement policy shall give preference to local businesses in the following manner:

- A. In purchasing of, or letting of contracts for procurement of goods, materials, general services, professional services or for construction of improvements to real property or existing structures for projects estimated not to exceed \$250,000, in which pricing is the major consideration, the City may give a preference to local businesses in making such purchase or awarding such contract as follows:

Request for Bids:

- 1) If the low responsive and responsible Respondent is not a Local Business as defined herein, then any and all responsive and responsible Local Businesses submitting a price within up to five percent (5%) of the low bid shall have an opportunity to submit a best and final bid equal to or lower than the low bid and which matches the terms and conditions of the low bid.
- 2) The award, if any, shall be made to the responsive and responsible Respondent offering the lowest best and final bid.
- 3) All best and final bids shall be received within five (5) business days following receipt of written notification of rebid opportunity by the City.

Request for Proposals:

- 1) If the highest ranked, responsive and responsible Respondent is not a Local Business as defined herein, then any and all responsive and responsible Local Businesses receiving a final ranking within up to five percent (5%) of the highest ranked Respondent shall have an opportunity to submit a best and final proposal, which meets all the requirements of the solicitation, for evaluation.
 - 2) The award, if any, shall be made to the responsive and responsible Respondent receiving the highest ranking.
 - 3) All best and final proposals shall be received within five (5) business days following receipt of written notification of resubmittal opportunity by the City.
- B. Ties in the best and final bid or proposal shall be resolved in the following order: Local Business, other business. If a tie still exists, then the tie may be broken using the tie breaker criteria in the solicitation documents.

IV. Waiver

The application of local preference to a particular purchase, contract or category of contracts may be waived upon written recommendation of the Director of General Services and approval of the City Manager or his/her designee.

V. Other Preferences

The preferences established herein in no way prohibit the right of the City of St. Augustine to compare quality of materials proposed for purchase and to compare qualifications, past performance, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the City of St. Augustine from giving any other preference permitted by law instead of the preference authorized herein.

VI. Exemption of Certain Contracts

Co-operative purchases shall be exempt unless all participants in the co-operative purchase agree to apply this local preference resolution. In addition, particular categories of contracts may be exempted from application of local preference upon determination by the City Manager that such exemption serves the best interest of the City.

13. DISQUALIFICATION OF RESPONDENTS

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the bid:

- a. Submission of more than one bid for the same subject matter by an individual, firm, partnership, or corporation under the same or different names.
- b. Evidence of collusion among Respondents.
- c. Submission of materially false information with the bid.
- d. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work.
- e. Incomplete contractual commitment(s) to other persons or entities, which, in the sole judgment of the City, may hinder or prevent the prompt completion of the Work if awarded to Respondent.
- f. Failure of Respondent to adequately perform on any existing contract with the City.
- g. Default of Respondent on a previous contract with the City.
- h. Failure the evidence submitted by Respondent, or the City's investigation of Respondent, to satisfy the City that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the City and within the time period specified.
- i. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the City's objectives for the Work.

14. LOBBYING

Respondents shall not contact, lobby or otherwise communicate with any City of St. Augustine employee, including any member of the City Commission, other than the above referenced individual from the point of advertisement of the solicitation until contract(s) are executed by all parties, per City of St. Augustine Procurement Policies and Procedures Manual, Section II, Page 69, "Procedures Concerning Lobbying". According to City policy, any such communication shall disqualify the vendor, contractor or consultant from responding to the subject Request for Bids, Request for Proposals, Invitation to Negotiate, or Request for Qualifications. The City reserves the right to accept or reject any/all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of the City. The City also reserves the right to award the base bid and any alternates bids in any combination that best serves the needs of the City.

15. REJECTION OF BIDS

Bids must be delivered to the specified location and received before the bid opening in order to be considered. Untimely bids will be returned to the Respondent unopened. Bids will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids, or other material irregularities. The City may consider incomplete any bid not prepared and submitted in accordance with the provisions specified herein and reserves the right to waive any minor deviations or irregularities in an otherwise valid bid.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS WHEN IT DETERMINES, IN ITS SOLE JUDGMENT AND DISCRETION THAT IT IS NOT IN BEST INTEREST OF THE CITY TO AWARD THE AGREEMENT.

16. WITHDRAWAL OF BIDS

Respondent may withdraw its bid if it submits such a written request to the City prior to the designated date and hour of bid opening. Respondent may be permitted to withdraw its bid no later than 72 hours after the bid opening for good cause, as determined by the City in its sole judgment and discretion.

17. AWARDING THE AGREEMENT

The Bid will be awarded to the responsive, responsible Respondent(s) submitting the lowest per unit price. The City reserves the right to make award(s) by individual commodities, on an item-by-item basis, and to issue multiple awards based on any combination of the commodities listed on the Cost Schedule.

The Bid may be awarded to multiple responsive, responsible Respondents, being the Respondents with the lowest Unit Price who demonstrates, in accordance with the requirements of the bid documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Agreement (the "Successful Respondent"). The Agreement may be modified based on the City's acceptance of any alternatives listed in the bid that the City deems in its best interest.

If two (2) or more bids are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with Section 287.087, F.S., *via* the Drug-Free Workplace Form or two (2) by lot.

The City reserves the right to award the Agreement to the next lowest available Respondent in the event the Successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within 90 days of the effective date.

All Respondents will be notified of the City's intent to award or decision to award the Agreement. For the purpose of filing a bid protest under Section 120.57(3), F.S., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

18. EXECUTION OF AGREEMENT

Submittal of a bid binds the Successful Respondent to perform the Work upon acceptance of the bid and execution of the Agreement by the City.

Unless all bids are rejected, a contract substantially in the form included in these solicitation documents will be provided to the Successful Respondent, who must execute and return the Agreement to the City within ten (10) days of the date of receipt, along with the following:

- a. A completed Internal Revenue Service Form W-9.
- b. Satisfactory evidence of all required insurance coverage.
- c. Proof satisfactory to the City of the authority of the person or persons executing the Agreement on behalf of Respondent.
- d. All other information and documentation required by the Agreement.

The City will not execute the Agreement until the documents described above have been executed and delivered to the City. The Agreement will not be binding until executed by the City. A copy of the fully executed Agreement will be delivered to the Successful Respondent. The City reserves the right to cancel award of the Agreement without liability at any time before the Agreement has been fully executed by all parties and delivered to the Successful Respondent.

Failure upon the part of the Successful Respondent to execute the Agreement or timely submit the required evidence of insurance coverage, or any other matter required by the Agreement, will be just cause, if the City so elects, for annulment of the recommended award.

19. EXAMINATION OF DOCUMENTS AND WORK AREA

Respondent is solely responsible for being fully informed of the conditions under which the Work is to be performed in relation to existing conditions. Respondent is solely responsible for carefully examining the general area of the Work, the requirements of the contract documents, including drawings if applicable, related to the Work, the time in which the Work must be completed, and any other details of the Work. Respondent must satisfy itself from its own personal knowledge and experience or professional advice as to the character of the Work, the conditions and materials to be encountered, the character, quality, and quantities of the Work, and any other conditions affecting the Work, including surrounding land.

Failure to satisfy the obligations of this paragraph will not relieve a Successful Respondent of its obligation to furnish all material, equipment, and labor necessary to perform the Agreement and to complete the Work for the consideration set forth in its bid. Any such failure will not be sufficient cause to submit a claim for additional compensation.

No oral agreement or conversation with any City officer, agent or employee, either before or after the execution of the Agreement, will affect or modify any of its terms.

20. DIVERSITY

The City is committed to the opportunity for diversity in the award and performance of all procurement activities. The City encourages its Prime Respondent to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE, DBE and SBE) are given the opportunity for maximum participation as second and lower tier participants. The City will assist Respondents by sharing information on W/MBEs to encourage their participation.

21. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

In accordance with Sections 287.133 and 287.134, F.S., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for CATEGORY TWO (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted or discriminatory vendor lists.

22. FLORIDA SALES TAX

The City is exempt from payment of State of Florida sales tax pursuant to Section 212.08(6), F.S. Any tangible personal property that is the subject of this solicitation is intended to remain tangible personal property and not become part of a public work owned by the City.

23. NOTICES AND SERVICES THEREOF

The City will publish notice of specifications and criteria, including addenda, intended agency decisions or other matters pertinent to this solicitation on Onvia DemandStar at *Demandstar.com*.

Notices that are posted on Onvia DemandStar are deemed received at 8:00 a.m. on the next business day following the date posted. Notices will be posted for a minimum of seventy-two (72) hours following the time at which they are deemed received. The time period for filing a Notice of Bid Protest commences at the time notices are deemed received.

As a courtesy to Respondents, the City may send copies of the notices of intended agency decisions *via* e-mail or facsimile to the address or phone number provided by Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

24. PROTEST PROCEDURES

A. Who May File A Protest:

Any Respondent who is aggrieved in connection with a bid or award of bid or contract may file a protest with the Director of General Services. Protests relating to cancellation of request to bid and protests relating to the rejection of all bids are not permitted.

B. Time for Filing:

A Respondent must file a protest within three business days after such aggrieved person knew or should have known of the facts giving rise to the protest, provided the bid award or contract has not been approved by the City Commission or the contract has not been fully executed if City Commission approval is not necessary. A protest is deemed filed when received by the Director of General Services.

C. Form of Protest:

A protest must be written and filed with the Director of General Services, Post Office Box 210, St. Augustine, FL 32085-0210. A protest must state all grounds upon which the protesting party asserts that the bid or award was improper. Issues not raised by the protesting party in the protest are deemed waived and may not be raised on appeal. The protesting party may submit with the protest any documents or information deemed relevant.

D. Procedures:

1) Any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, associated with this bid, must file a Notice of Protest within three (3) business days after receipt of this bid. The protester must also file with the Director of General Services a Formal Written Protest within ten (10) days after the date the Notice of Protest is filed with the City. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based.

2) No additional time shall be added for mailing. All filings shall be received by the Director of General Services at the City of St. Augustine, Post Office Box 210, St. Augustine, Florida 32085 within the prescribed time periods. The City shall not accept as filed any electronically transmitted facsimile pleadings, petitions, notice of protests or other documents. Failure to file a protest within the time prescribed shall constitute a waiver of proceedings.

3) Any person adversely affected by a City decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, shall file a Notice of Protest within three (3) business days after receipt of the decision or intended decision. The protester shall also file with the Director of General Services a Formal Written Protest within ten (10) days after the date the Notice of Protest is filed with the City. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based.

4) No additional time shall be added for mailing. All filings shall be addressed to and received by the Director of General Services at City Hall in St. Augustine, Florida within the prescribed time periods. Failure to file a protest within the time prescribed the protest procedures shall constitute a waiver of protest proceedings.

City of St. Augustine, Florida

ADDENDUM NO. 1

RFB NO. 24052
PURCHASE AND DELIVERY OF CHEMICALS
FOR WATER AND WASTEWATER TREATMENT PLANTS

Date: July 25, 2024
To: All Prospective Bidders and Others Concerned
Subject: Addendum No. 1 to Bid Documents

This addendum is hereby incorporated into the Bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining, deletions are indicated by ~~striketrough~~.

The Bidder shall acknowledge receipt of this addendum by completion of the acknowledgement form in the Bid documents. Acknowledgement must be completed and included with the Submittal Package.

The Bid documents for the subject project are hereby amended as follows:

RESPONSES TO BIDDER'S QUESTIONS:

Q1. Who are the current suppliers and what are you currently paying for each product?

Sodium Hydroxide 50%-Rayon or Membrane-bulk

Sodium Hypochlorite 12.5%-bulk

Sulfuric Acid 95%-bulk

Clarifloc SE 1022-2300#tote

A1. **Current Supplier of Sodium Hydroxide 50%-Rayon or Membrane-bulk is Univar Solutions USA, Inc. at \$1.5267 per gallon.**

Current Supplier of Sodium Hypochlorite 12.5%-bulk is Odyssey Manufacturing Company at \$1.55 per gallon.

Current supplier of Sulfuric Acid 95%-bulk is Sulphuric Acid Trading Company, Inc. at \$2.735793 per gallon.

Current supplier of Clarifloc SE 1022-2300#tote is Polydyne, Inc. at \$1.73 per pound.

Q2. Will you please advise me if Aluminum Sulfate is one of the chemicals you use?

A2. **No it is not one of the chemicals.**

- Q3. Is the date of anniversary mean 1 year firm, or are you asking for 3 years firm pricing?
A3. **The initial term is a three (3) year term. Cost Schedule pricing is evaluated before the anniversary date of September 30th based on the May Index.**
- Q4. Could you please provide the previous bid tabulations for all these chemicals? Or at least the current price and supplier of each of the chemicals?
A4. **Please see A1 for current price and suppliers.**
- Q5. We are looking to see if anhydrous ammonia is included in the RFB.
A5. **No it is not included.**

All other terms and conditions of the original Request for Bid documents remain the same.

Laura Morse

Laura Morse
Procurement Specialist II

City of St. Augustine, Florida

ADDENDUM NO. 2

RFB NO. 24052
PURCHASE AND DELIVERY OF CHEMICALS
FOR WATER AND WASTEWATER TREATMENT PLANTS

Date: August 7, 2024
To: All Prospective Bidders and Others Concerned
Subject: Addendum No. 2 to Bid Documents

This addendum is hereby incorporated into the Bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining, deletions are indicated by ~~striketrough~~.

The Bidder shall acknowledge receipt of this addendum by completion of the acknowledgement form in the Bid documents. Acknowledgement must be completed and included with the Submittal Package.

The Bid documents for the subject project are hereby amended as follows:

RESPONSES TO BIDDER'S QUESTIONS:

- Q1. Is it possible to get a copy of the previous bid tabulation for sulfuric acid 95%?
A1. **See Attachment 1.**
- Q2. Could you provide a copy of the SDS and TDS for the material currently being supplied by SATCO?
A2. **See Attachment 2.**
- Q3. Can you clarify on alternate products being approved to bid and how to get a product listed as an approved alternate?
• Acceptable Standard: Clarifloc SE-1022 polymer solution or demonstrated equivalent
A3. **We would need a submittal of supporting data / documentation for our review to make a determination of whether the product could be considered an equivalent.**
- Q4. Are we able to schedule testing?
A4. **An on-site jar test is permissible with a prior approved date / time. Please forward your request to lmorse@citystaug.com.**

ATTACHMENTS:

1. Bid Tabulation Sheet: PW2020-02
2. SATCO Sulphuric Acid SDS and TDS

All other terms and conditions of the original Request for Bid documents that have been changed by prior Addendum remain the same.

Laura Morse

Laura Morse
Procurement Specialist II

City of St. Augustine
 Department of General Services
 St. Augustine, FL 32085
 Bid Tabulation Sheet: PW/2020-02
 Annual Purchase & Delivery of Chemicals for Water and Waste Water Treatment

Company Name	Addendum #1	ANHYDROUS AMMONIA	SODIUM HYDROXIDE	SODIUM HYPOCHLORITE	SULFURIC ACID	CLARIFLOC SE POLYMER
Allied Universal Corporation	yes	no bid	\$.995 gal.	\$0.559 gal	no bid	no bid
Polydyne, Inc.	yes	no bid	no bid	no bid	no bid	\$1.080 lb
SATCO	yes	no bid	no bid	no bid	\$1.26225 gal	no bid
Tanner Industries, Inc.	yes	\$0.82 lb.	no bid	no bid	no bid	no bid
Univar, USA	yes	no bid	\$0.7010 gal.	no bid	no bid	no bid
Odyssey Manufacturing Company	yes	no bid	no bid	\$0.54 gal	no bid	no bid
Shrieve Chemical Company	yes	no bid	no bid	no bid	\$1.48 gal	no bid
Air Gas	yes	\$0.71 lb.	no bid	no bid	no bid	no bid
Sterling Water Technologies LLC	no bid	no bid	no bid	no bid	no bid	no bid

Sharon Whitener

6/20/2019

ATTACHMENT 2



Sulphuric Acid Trading Company, Inc.

SAFETY DATA SHEET

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

Issue Date: April 29, 2015

Revision Date: September 5, 2023

Section 1: Chemical Product and Company Identification

PRODUCT NAME: SULPHURIC ACID 93 – 99%
FORMULA: H₂SO₄
PRODUCT USE: Manufacture of Fertilizers, Batteries, Industrial chemicals, Water treatment, Pulp & Paper, Mining

CHEMICAL SUPPLIER COMPANY NAME

Sulphuric Acid Trading Company, Inc. (SATCO)

3710 Corporex Park Drive, Suite 205

Tampa, Florida 33619

Information 800-633-1358

Fax: 813-225-1001

Safety Data Sheet Competent Person: Brian Despres satco@satcoinc.net

EMERGENCY TELEPHONE

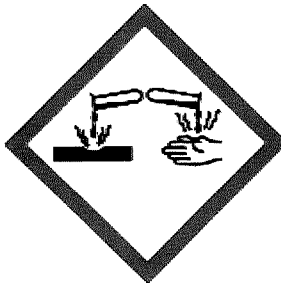
Chemtrec U.S.-Canada: 800-424-9300

Chemtrec International: 703-527-3887

SATCO Emergency: 800-633-1358

Section 2: Hazards Identification

GHS Hazard Class



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

Signal word:

Danger

Hazard Statement:

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

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

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

HAZARD CLASSIFICATION:

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

FIRE AND EXPLOSION:

Not considered flammable or combustible.

POTENTIAL HEALTH EFFECTS:

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

APPEARANCE:

Clear, colorless to amber (light)

Section 3: Composition, Information on Ingredients

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

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

Section 4: First Aid Measures

Description of First Aid Measures

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

Most important symptoms and effects, both acute and delayed

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

Indication of any immediate medical attention and special treatment needed

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

Section 5: Fire-fighting Measures

Suitable extinguishing media

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

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

Unsuitable extinguishing media

No information available

Special hazards arising from the substance or mixture

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

Special remarks on Fire Hazards

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

Special remarks on Explosion Hazards

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

Protective actions fire-fighters

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

Further information

Use water spray to cool unopened containers.

Section 6: Accidental Release Measures

Personal precautions, protective equipment, and emergency procedures

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

Environmental precautions

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

Methods and materials for containment and cleaning up

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

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

Section 7: Handling and Storage

Precautions for safe handling

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

Conditions for safe storage, including any incompatibilities

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

Specific uses

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

Section 8: Exposure Controls/Personal Protection

Control Parameters

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

Exposure controls

- VENTILATION:** Always provide good general, mechanical room ventilation where this chemical/material is used.
- SPECIAL VENTILATION CONTROLS:** Use this material inside totally enclosed equipment, or use it with local exhaust ventilation at points where vapors can be released into the workspace air.
- RESPIRATORY PROTECTION:** Follow the OSHA respirator regulations found in 29 CFR 1910.134 or the CEN European Standards (EU). Use a NIOSH/MSHA or European Standard (EN) approved respirator if exposure limits are exceeded or if irritation or other symptoms are experienced.
- PROTECTIVE GLOVES:** Neoprene, butyl, or nitrile rubber gloves are recommended.
- EYE PROTECTION:** Safety glasses or splash goggles with face shield.
- SKIN PROTECTION:** Complete personal protective equipment against chemical. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace. Recommended: Acid resistant rubber apron with long sleeves, boots.
- WORK/HYGIENE PRACTICES:** Avoid breathing vapor. Avoid contact with eyes. Wash hands after handling.
- OTHER EQUIPMENT:** Make safety shower, eyewash stations, and hand washing equipment available in the work area.

Section 9: Physical and Chemical Properties

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

Section 10: Stability and Reactivity

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

Section 11: Toxicological Information

GHS Required Criteria	Toxicity Criteria	Toxicity Information	Comments	Chemical Constituent
Acute Toxicity	LD50 (Oral/Rat):	2140 mg/kg		Sulphuric acid
	LC50 (Inhalation/Rat):	510 mg/m3	2 hours	Sulphuric acid
Skin Corrosion/Irritation	Skin - Rabbit - Extremely corrosive and destructive to tissue.			Sulphuric acid
Serious Eye Damage / Eye Irritation	Eyes - Rabbit - Corrosive to eyes			Sulphuric acid
Respiratory or Skin Sensitization		Data not available		
Germ Cell Mutagenicity		Data not available		
Carcinogenicity		Not listed	NTP	
		Not listed	IARC	
		Not listed	OSHA	
Reproductive Toxicity		Data not available		
STOT – Single Exposure		Data not available		
STOT – Repeated Exposure		Data not available		
Aspiration Hazard		Data not available		

STOT = Specific Target Organ Toxicity

Section 12: Ecological Information

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

Section 13: Disposal Considerations

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

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

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

Section 14: Transport Information

ROAD TRANSPORT:

ADR = International Carriage of Dangerous Goods by Road

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



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

SEA TRANSPORT: IMDG

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

AIR TRANSPORT: IATA/ICAO

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

Section 15: Regulatory Information

TOXIC SUBSTANCES CONTROL ACT (TSCA) STATUS:

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

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

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

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

CALIFORNIA PROPOSITION 65:

This regulation requires a warning for California Proposition 65 chemical(s) under the statute.

The California proposition 65 chemical(s) contained in this product are: None

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

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

CANADA:

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

WHMIS-INFORMATION:

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

Sulphuric acid:

D1A - Poisonous and infectious material - Immediate and serious effects - Very toxic

E - Corrosive material

EUROPEAN UNION:

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

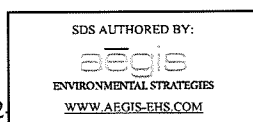
Section 16: Other Information

NFPA Rating:

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

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

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Sulphuric Acid Trading Company, Inc.

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Telephone (813) 225-2000
Fax (813) 225-1001

Sulphuric Acid Specification

<u>Property</u>	<u>Unit</u>	<u>Guaranteed</u>
H ₂ SO ₄	%	93.2 min.
	%	95.5 max
Specific Gravity at 60 °F		1.84

<u>Property</u>	<u>Unit</u>	<u>Typical*</u>
Clarity @ 500 NM	%	> 70
Color	APHA	< 50
Turbidity	NTU	< 60
Iron	ppm	< 50
Sulphur Dioxide (SO ₂)	ppm	< 50
Nitrogen Oxides (NO ₃)	ppm	< 10
Mercury	ppm	< 0.5
Arsenic	ppm	< 2

**Typical values are analyzed on a quarterly basis. These properties are listed for reference and are not guaranteed.*

Produced sulphuric acid is normally a clear and particle free product. Transportation and handling equipment (pumps, storage tanks, truck trailers, rail cars etc.) generate particulates that could be visible in the sulphuric acid. For process or applications that require particle free product, acid filtration equipment is recommended.

SATCO, Inc. is NSF/ANSI Standard 60 Certified.