



PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM

PROCUREMENT MANAGEMENT DIVISION

Requesting Department: NMB WATER
Primary Contact Name: Jafeth Baez, P.E., MSCE
Primary Contact E-mail: jafeth.baez@citynmb.com
Secondary Contact Name: Deya Manzanares
Secondary Contact E-mail: deya.manzanares@citynmb.com
Department Phone: 305-948-2967 ext.7975
Department Fax:

Company Name: Sulphuric Acid Trading Co.
Contact Name: Brent Shonka
Company Address: 3710 Corporex Park Drive, Suite 205, Tampa, FL 33619
Company Phone: 800-633-1358
Company Fax: 813-225-1001
Company E-mail: satco@satconinc.net
Vendor Registration #:

Piggyback Contract Details

- 1. Contract Title: Sulfuric Acid 93%
a. Awarding Agency City of Deerfield Beach b. Solicitation # ITB no. 2018-19/22 R:2019/034
c. Solicitation included? Yes [x] Awarded Letter included? Yes [x] Proposal/Quote from Company included? Yes [x]
2. Description of the Scope of Service of This Contract: Membranes to decrease PH
3. Total Value of Contract: \$ 922,537.50
4. Account Number(s): FY 2021 410904-533505 FY

Contract Verification Information

- 5. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes [x] No [] Coop Group Contract
6. Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes [] No [x]
7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes [] No [x] If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).

Required Documents Checklist

Contract Explanation Memo [x] Solicitation [x] Award Letter [x] Proposal/Quote []
Renewal Letter [x] Risk Manager Approved Insurance Certificate [] Vendor Registration Form []

Grant Information (only applicable if grant related purchase)

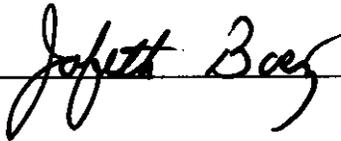
- 11. Provide details (expiration dates, special requirements, etc).
12. Will this require matching funds? Yes [] No [x]
13. Grant source? Grant (dollar) amount?
14. Complete an advanced search of the vendor recommended for award on the federal governments system for Award Management at www.sam.gov. Attach a copy of the results.

Approved

Date

Form Prepared By: Deyanira Manzanares

8/28/2020

Dept. Head: 

Aug. 28, 2020

HR Director:
(Employee/ Risk Only) _____

IT Manager:
(Technology Only) _____

Finance Director: _____

Chief Procurement Officer:
(Purchases/Contract up to \$25,000.00) _____

City Manager:
(Purchases/Contracts up to \$50,000.00) _____

Purchases/Contracts exceeding \$50,000.00 will be placed on the next Commission Agenda pending Procurement review

3-4.3 Use of Other Governmental Entities' Contracts

Subject to the spending limitations in Section 3-3.14 and upon a determination that the supplies, materials, equipment or contractual services needed by the City are comparable to solicitation procedures substantially equivalent to the requirements of the North Miami Beach Purchasing Code, the Purchasing Agent may procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.



PROCUREMENT EXPLANATION MEMO

PROCUREMENT MANAGEMENT DIVISION

TO: Esmond K. Scott
City Manager

VIA: Donna Rockfeld, CPPB
Chief Procurement Officer

FROM: Jafeth Baez, P.E. *JB*
Name
Director of NMB Water
Title/Department

DATE: 8/28/2020

RE: Furnish & Deliver Sulfuric Acid 93%

Fiscal Amount not to Exceed: \$ 922,538 **Vendor #** _____

Purpose (How does it align with City NMB Strategic Plan?):

The purpose of this purchase is to re-establish chemical delivery and continue operation of the Norwood WTP. This purchase aligns with the City Strategic Plan by following the goal of being a financially sound City Government.

Background:

On August 4, 2020, the Mayor and the City Commission made the decision to terminate the Operation and Maintenance Contract with Jacobs and direct the City Manager to start the transition and gain control of the Utility. This action includes to hire/procure all the necessary resource to re-start the operation and maintenance of the Utility. Chemicals are an essential component to treat and produce potable water to our customers; therefore, it is necessary to procure these item.

Recommendation:

We recommend approval to purchase this chemical

Fiscal Impact / Account Number(s):

410900-533504

Contact Person(s):

Jafeth Baez, P.E., MSCE, Director of NMB Water

AMENDMENT TO CONTRACT

This Amendment to Contract ("Amendment"), made and entered into the 13th day of September 2019 by and between:

CITY OF DEERFIELD BEACH, FLORIDA
A municipal Corporation
150 NE 2nd Avenue
Deerfield Beach, FL 33441
(hereinafter referred to as "CITY")

AND

SULPHURIC ACID TRADING COMPANY, INC.
3710 Corporex Park Drive, Suite 205
Tampa, FL 33619 (hereinafter referred to as
"CONTRACTOR")

WHEREAS, the City issued ITB #2018-19/22 for Sulfuric Acid 93% for Water Treatment Plant Operations (the "ITB"); and

WHEREAS, on April 2, 2019, the CITY entered into a Contract with CONTRACTOR, the lowest, responsive and responsible bidder, to provide Sulfuric Acid 93% (the "Product"), in accordance with the terms and conditions of the ITB (the "Contract"); and

WHEREAS, this Contract is a Co-operative Contract with the City as the lead agency and other participating Southeast Florida Governmental Purchasing Co-operative Group agencies; and

WHEREAS, the City became aware of lower pricing received by other government agencies from CONTRACTOR; and

WHEREAS, in the best interests of the CITY, the CITY negotiated a lower price than the current contract price of \$180.00 per/ton with CONTRACTOR for the Product, with the initial Contract terms, conditions, and specifications remaining the same; and

WHEREAS, the CONTRACTOR submitted a proposal with lower pricing based on zones/locations for each participating Co-operative agency, which is attached herein as ATTACHMENT "A"; and

WHEREAS, the CITY and majority of the participating Co-operative agencies agreed to continue to participate on the Contract with the lower pricing; and

WHEREAS, the new lower pricing shall take affect retroactively as of September 13, 2019, as outlined on ATTACHMENT "A."

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledges, the parties agree as follows:

Section 1. The above recitals are acknowledged and incorporated herein.

Section 2. The Contract is amended to include and incorporate Attachment "A" and the pricing set forth therein, in the Contract. The pricing set forth in Attachment "A" shall supersede the current contract price of \$180.00 per ton set forth in CONTRACTOR's response to the ITB included in the Contract.

Section 3. All other conditions and terms of the original Contract, not specifically amended herein, remain in full force and effect.

Section 4. Should any part, term and provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected hereby.

Section 5. Neither CITY nor their officers, agents and/or employees have made any representation or promises except as expressly set forth in this Amendment.

Section 6. This Amendment shall be effective retroactively as of September 13, 2019.

CONTRACTOR

ATTEST:



(Secretary) Treasurer

(Corporate Seal)

Sulphuric Acid Trading Company Inc.
(Name of Corporation)

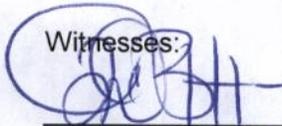
By Brent Shonka
(Signature)

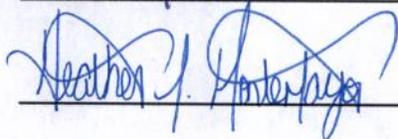
Brent Shonka / general manager
(Type Name/Title Signed Above)

7 day of November, 2019.

CITY OF DEERFIELD BEACH

Witnesses:





By: 

DAVID SANTUCCI, CITY MANAGER

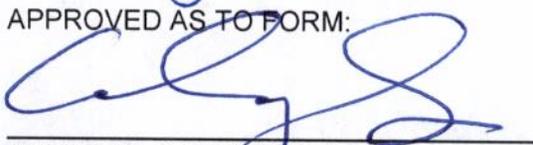
Date: 11/25/19

ATTEST:



SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:



ANTHONY C. SOROKA, CITY ATTORNEY

ATTACHMENT "A"

Pricing Structure Based on Zones/Locations for Each Participating Co-operative Agency

Pricing Based on Zones / Locations for Each Participating Co-operative Agency		
Zone	Agency Location	Price Per/Ton
1	City of Riviera Beach	\$162.50
	City of Deerfield Beach	\$162.50
	City of Pompano Beach	\$162.50
2	Town of Davie	\$167.50
	City of Fort Lauderdale	\$167.50
	City of Cooper City	\$167.50
3	City of Dania Beach	\$168.50
	City of Hollywood	\$168.50
	City of Miramar	\$168.50
	City of Hallandale Beach	\$168.50



March 20, 2019

SENT VIA E-MAIL

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

RE: Sulfuric Acid 93% for Water Treatment Plant Operations
ITB #2018-19/22

Dear Mr. Shonka,

As you know, you will be recommended for award of the referenced ITB at the City Commission meeting scheduled for April 2, 2019. In order to expedite the Contract execution, please provide the following to the Purchasing and Contract Administration Division within ten (10) days of receipt of this letter, in accordance with ITB #2018-19/22.

- Two (2) Original Signed Contracts.
- Certificate of Insurance naming the City of Deerfield Beach, 150 NE 2nd Avenue, Deerfield Beach 33441 as certificate holder and additional insured.

Once received and approved for form, the Contract will be fully executed by the City Manager. The City will send you the Purchase Order and one (1) original fully executed Contract.

Should you have any questions, please call me at (954) 480-4418.

Sincerely,

A handwritten signature in blue ink that reads "Paul Collette".

Paul Collette
Buyer

Enclosures: Two (2) Original Contracts

c: Ivelsa Guzman, Purchasing Manager

RESOLUTION NO. 2019/034

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITB #2018-19/22 FOR SULFURIC ACID 93% FOR WATER TREATMENT PLANT OPERATIONS TO SULPHURIC ACID TRADING COMPANY (“SATC”), INC. FOR AN ANNUAL COST OF \$131,400.00; AUTHORIZING THE EXECUTION OF AN AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Purchasing and Contract Administration Division issued an Invitation to Bid for Sulphuric Acid 93%, ITB #2018-19/22 (the “ITB”), with the City acting as the lead agency on behalf of the Southeast Florida Governmental Purchasing Group; and

WHEREAS, the ITB was advertised in the legal notices section of the Sun-Sentinel on February 22, 2019, and the notice was also sent to thirty-three prospective Offerors via the e-Procurement Marketplace; and

WHEREAS, three (3) vendors viewed the ITB documents; and

WHEREAS, on March 7, 2019 at 2:00 p.m. EST, the Purchasing and Contract Administration Division (the “Division”) closed and unsealed two (2) responses which were reviewed by the Division to ensure the responses met the ITB requirements; and

WHEREAS, the bid submittals were reviewed by both the Division and Environmental Services, and concluded that SATC met all the requirements for the ITB and was the lowest, responsive, responsible bid; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to SATC and authorize execution of a contract for the ITB.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves the award of ITB #2018-19/22 for Sulphuric Acid 93% to the SATC.

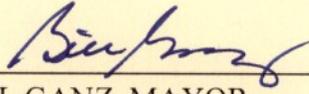
Section 3. The City Manager is hereby authorized to execute a three (3) year contract with SATC consistent with the terms and conditions of the ITB and in amounts not to exceed \$131,400, together with such non-substantial changes that are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The City Manager is authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

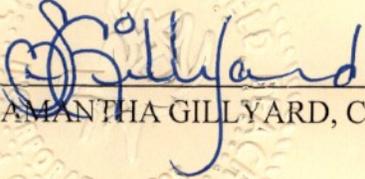
PASSED AND ADOPTED THIS 2ND DAY OF APRIL, 2019.

CITY OF DEERFIELD BEACH

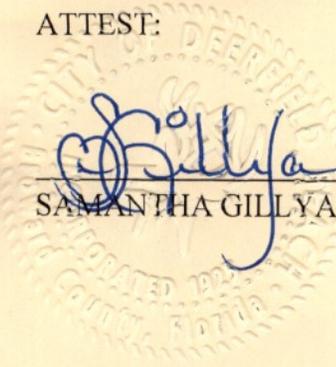


BILL GANZ, MAYOR

ATTEST:



SAMANTHA GILLYARD, CMC, CITY CLERK



CONTRACT

This CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and SULPHURIC ACID TRADING COMPANY, INC. (CONTRACTOR), as follows:

WITNESSETH:

WHEREAS, pursuant to ITB #2018-19/22 (the ITB) the CITY accepted competitive bids for Sulfuric Acid 93% for Water Treatment Plant Operations (the Product); and

WHEREAS, the Product is delineated in the ITB; and

WHEREAS, this CONTRACT, the ITB and the CONTRACTOR's Response constitute the entire CONTRACT and describe the Services to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB, City Staff and City Commission of the City of Deerfield Beach, Florida, has determined that the low, responsive and responsible bid was submitted by CONTRACTOR and that CONTRACTOR has the necessary resources, experience and ability to perform the CONTRACT at a competitive price; and

WHEREAS, this Contract is a Co-operative Contract with the CITY and other participating Southeast Florida Governmental Purchasing Co-operative Group agencies; and

WHEREAS, the CITY has awarded the CONTRACT to CONTRACTOR for the Products on April 2, 2019, Resolution No. 2019/ 034;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF PRODUCT

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This CONTRACT, the ITB, together with the response to the ITB of CONTRACTOR shall constitute the entire CONTRACT. The parties agree that the scope of product is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all products, deliveries, equipment, tools and tasks which are such an inseparable part of this CONTRACT described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.
- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this CONTRACT may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this CONTRACT shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this CONTRACT contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this CONTRACT shall be binding and in full force and effect to the extent of any inconsistency.

- 1.4 This is a non-exclusive CONTRACT. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the products listed in the ITB, or any aspect of the products if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the Products to be provided under this CONTRACT.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The initial CONTRACT term shall be three (3) years beginning June 1, 2019 and ending May 31, 2022. The CITY reserves the right to renew the CONTRACT for three (3) additional one (1) year terms providing all terms, conditions and specifications remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager as set forth in the ITB. The City Manager shall execute any renewal CONTRACT.
- 2.2 In the event the CONTRACT is scheduled to end because of the expiration of the CONTRACT, the CONTRACTOR shall continue to provide the products and services upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing CONTRACT. The CONTRACTOR shall be compensated for the products and services at the rate in effect when this extension clause is invoked by the CITY.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this CONTRACT.

ARTICLE 3

COMPENSATION

- 3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's response for work actually performed and completed pursuant to this CONTRACT, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this CONTRACT. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.
- 3.2 The CONTRACTOR and the CITY shall abide by the Florida Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

- 4.1 This CONTRACT may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This CONTRACT may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines

that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

- 4.2 This CONTRACT may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to provide the specified products and services; or failure to continuously perform the services in a manner calculated to meet or accomplish the objectives as set forth in this CONTRACT. The termination date shall be no more than ten (10) days after the date of such written notice.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this CONTRACT except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this CONTRACT.
- 4.4 In the event this CONTRACT is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the CONTRACT through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this CONTRACT for convenience.
- 4.5 In the event this CONTRACT is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.
- 4.6 Should at any time during the term of this CONTRACT, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this CONTRACT, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.
 - 4.6.1 In the event a CONTRACTOR is terminated, the City may assign the CONTRACT to another CONTRACTOR, or seek a new CONTRACTOR, until the CONTRACT is re-let, or until the end of the CONTRACT term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

- 5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this CONTRACT, the solicitation for or purchase of goods or services relating to this CONTRACT, or in subcontracting work in the performance of this CONTRACT. CONTRACTOR shall include the foregoing or similar language in its CONTRACTs with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with

the foregoing requirements is a material breach of this CONTRACT, which may result in the termination of this CONTRACT or such other remedy as CITY deems appropriate.

- 5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this CONTRACT. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this CONTRACT are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this CONTRACT, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the CONTRACT Administrator within seven (7) days of termination of this CONTRACT by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; specifically, to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- e. If CONTRACTOR does not comply with this section, the CITY shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

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 (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

6.3 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the CONTRACTOR or disputes between City staff and the CONTRACTOR are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

6.4 THIRD PARTY BENEFICIARIES
Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this CONTRACT. Therefore, the parties agree that there are no third-party beneficiaries to this CONTRACT and that no third party shall be entitled to assert a right or claim against either of them based upon this CONTRACT.

6.5 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Burgess Hanson, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Brent Shonka
3710 Corporex Park Drive
Suite 205
Tampa, FL 33619

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this CONTRACT and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this CONTRACT shall not be deemed a waiver of such provision or modification of this CONTRACT. A waiver of any breach of a provision of this CONTRACT shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this CONTRACT.

6.7 SEVERANCE

In the event a portion of this CONTRACT is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this CONTRACT. An election to terminate this CONTRACT based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this CONTRACT and acknowledge that the preparation of this CONTRACT has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this CONTRACT shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 WAIVER OF JURY TRIAL

By entering into this CONTRACT, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this CONTRACT.

6.10 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this CONTRACT and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, CONTRACTs, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, CONTRACT, or understanding concerning the subject matter of this CONTRACT that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or CONTRACT, whether oral or written.

6.12 REPRESENTATION OF AUTHORITY

Each individual executing this CONTRACT on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this CONTRACT, duly authorized by all necessary and appropriate action to execute this CONTRACT on behalf of such party and does so with full legal authority.

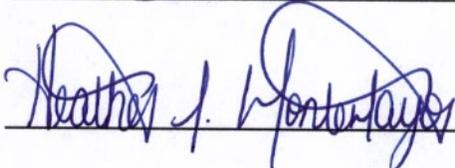
6.13 MULTIPLE ORIGINALS

Multiple copies of this CONTRACT may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:





CITY OF DEERFIELD BEACH

By: 
_____ **BURGESS HANSON, CITY MANAGER**

Date: 4/4/19

ATTEST:


_____ **SAMANTHA GILLYARD, CMC, CITY CLERK**

APPROVED AS TO FORM:


_____ **ANDREW S. MAURODIS, CITY ATTORNEY**

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE INCORPORATED OR NON-INCORPORATED FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

Paul Bah

(Secretary)
Treasurer

(Corporate Seal)

Sulphuric Acid Trading Company, Inc.

(Name of Corporation)

By

Brent Shonka

(Signature)

Brent Shonka, General Manager

(Type Name/Title Signed Above)

22 day of March, 2019.

[If non-incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By

(Signature)

(Type Name Signed Above)

_____ day of _____, 20__.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS FOR DISTRIBUTION.

1 Sulfuric Acid 93% for Water Treatment Plant Operations as per bid documents.					
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
					Price quoted is for single point delivery, with one hour free unloading time followed by detention billed at \$45.00 per half hour thereafter. If tractor air is required a \$25.00 charge will be applied. If a load is required to be split into different tanks a \$90.00 charge would apply. Holiday deliveries - \$250.00 fee per load (includes: Thanksgiving, Christmas Eve, Christmas Day, New Years Day, Easter, Independence Day).
Sulphuric Acid Trading Company, Inc.	15,606	ton	\$180.00	\$2,809,080.00	
Shrieve Chemical	15,606	ton	\$183.50	\$2,863,701.00	

Product Offered and Manufacturer Name.	
Supplier	
Sulphuric Acid Trading Company, Inc.	NSF Certified, 93% Sulfuric Acid
Shrieve Chemical	MOSAIC Fertilizer

Percentage H2SO4.	
Supplier	
Sulphuric Acid Trading Company, Inc.	93.85%
Shrieve Chemical	93%

Minimum Percentage of Sulfuric Acid.	
Supplier	
Sulphuric Acid Trading Company, Inc.	93.20%
Shrieve Chemical	93.20%

Average Percentage of Sulfuric Acid.	
Supplier	
Sulphuric Acid Trading Company, Inc.	93.50%
Shrieve Chemical	93.60%

Specific Gravity at 60 degrees Fahrenheit.	
Supplier	
Sulphuric Acid Trading Company, Inc.	1.8366
Shrieve Chemical	1.835

Product Weight (pounds per gallon).		
Supplier		
Sulphuric Acid Trading Company, Inc.	15.3	
Shrieve Chemical	15.3	
Iron as Fe (ppm).		
Supplier		
Sulphuric Acid Trading Company, Inc.	25	
Shrieve Chemical	20	
Minimum Order Requirement in Tons.		
Supplier		
Sulphuric Acid Trading Company, Inc.	24	
Shrieve Chemical	24	
Delivery Time after Receipt of Order in Calendar Days.		
Supplier		
Sulphuric Acid Trading Company, Inc.	1	
Shrieve Chemical	1	
Index Used for Price Adjustments.		
Supplier		
Sulphuric Acid Trading Company, Inc.	Producer Price Index	
Shrieve Chemical	Green Markets, Sulfur Postings, Recovered LT, Tampa c Contract	
State Telephone Number for Placement of Orders.		
Supplier		
Sulphuric Acid Trading Company, Inc.	800-633-1358	
Shrieve Chemical	281-367-4226	
State E-mail Address for Placement of Orders		
Supplier		
Sulphuric Acid Trading Company, Inc.	kbain@satcoinc.net	
Shrieve Chemical	cbertalotto@shrieve.com	
State Telephone Number for Emergency Contact after Regular Business Hours.		
Supplier		
Sulphuric Acid Trading Company, Inc.	800-633-1358	
Shrieve Chemical	281-367-4226	



2018-19/22

**Sulphuric Acid Trading Company, Inc.
Supplier Response**

Event Information

Number: 2018-19/22
Title: Sulfuric Acid 93% for Water Treatment Plant Operations
Type: Invitation to Bid
Issue Date: 2/22/2019
Deadline: 3/7/2019 02:00 PM (ET)
Notes: The City of Deerfield Beach is requesting sealed bids for Sulfuric Acid 93% for Water Treatment Operations in accordance with the terms, conditions, and specifications within this solicitation.

Contact Information

Contact: Paul Collette, Buyer
Address: 401 SW 4th Street

Purchasing and Contract Administration Division

A

2nd

Deerfield Beach, FL 33441

Phone: (954) 480-4418

Fax: (954) 480-4388

Email: pcollette@deerfield-beach.com

Sulphuric Acid Trading Company, Inc. Information

Contact: Brent Shonka
Address: 3710 Corporex Park Drive
Suite 205
Tampa, FL 33619
Phone: (813) 225-2000
Fax: (813) 225-1001
Toll Free: (800) 633-1358
Email: satco@satcoinc.net

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Brent Shonka

Signature

Submitted at 3/7/2019 11:31:53 AM

satco@satcoinc.net

Email

Supplier Note

See page 10 of bid document "Supplier Notes". Uploaded under response attachments.

Requested Attachments

Certification of Product

NSF Product Listing 2019.pdf

Offerors shall submit with their Response Attachments proof of certification that the product offered conforms to NSF Standard 60 per the State of Florida Administrative Code.

Certified Laboratory Tests

Certified Laboratory Test.pdf

Offerors shall submit with their Response Attachments a certified laboratory tests within the past six (6) months to substantiate minimum and average figures, along with a typical analysis of the Sulfuric Acid 93% product offered listing all impurities.

Detailed Technical Product Specifications

QD073 SATCO Spec 93%-95%.pdf

Offerors shall submit with their Response Attachments detailed technical product specifications for the product offered.

Material Safety Data Sheet (MSDS)

QD078 SATCO GHS SDS .pdf

Offerors shall submit with their Response Attachments applicable Material Safety Data Sheet (MSDS) for the product(s) offered.

Proof of Insurability

SATCO COI Liability-Auto Evidence of Insurance 2018-2019.pdf

Provide proof of insurability meeting the minimum insurance requirements stated in INSURANCE REQUIREMENTS. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Local Business Tax Receipt

City Tampa Business thru 9.30.2019.pdf

Submit a copy of your firms local business tax receipt for the principal place of business.

Certified Business Entity (CBE) Certification, if applicable

No response

Submit a copy of your firms CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 20.

Attachment A - References

1922_Attachment_A_-_References.docx

Offerors shall complete this form and provide it with their Response Attachments.

W-9 Form

SATCO W-9.pdf

Submit a copy of your firms W-9 Form.

Response Attachments

SATCO BOD GM Authorization.pdf

GM approval to sign bids and contracts.

Hills Co Business Tax 2018-2019.pdf

Hillsborough County Business License

Supplier Information - SATCO.pdf

Page 10 - Supplier Information

Bid Attributes

1 Drug-Free Workplace Programs

Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Yes

2 Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement.

Vendor Indemnifies City

3 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirment, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirment.

Non-Collusion Affirmed

4 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

Affirmed

5 Local Vendor Affirmation

1. Vendor affirms it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt. VENDOR SHALL ATTACH LOCAL BUSINESS TAX RECEIPT TO THE RESPONSE. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am not a local vendor.

6 Certified Business Entity Affirmation

1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. **VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION.** Please reference Section III – General Terms and Conditions, Article 20 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am not a Disadvantaged Business Entity

7 Ethics Code Disclosure

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: **IF ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)**

Not Applicable

8 Completing the Statements of Qualification

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

9 Individuals with legal authority to contract

In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. **IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.**

Brent Shonka, General Manager

10 Compliance with Florida Factitious Name Statute

If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.

11 Former Business Names

Under what other former names has your organization or principals holding at least 30% interest operated?

None

12 Years of Experience

How many years has your company been in business providing the products and services that are subject to this solicitation?

30

1 3	References Please confirm you have provided your references on the attached reference sheet. References will be checked and complete and accurate contact information is required. <input type="text" value="Provided"/>
----------------	---

1 4	Licenses and Certifications I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals. <input type="text" value="Yes"/>
----------------	---

1 5	Default and Non-Performance History Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details. <input type="text" value="No"/>
----------------	---

1 6	Criminal Litigation History Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details? <input type="text" value="No"/>
----------------	---

1 7	Conflicts of Interest Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business. <input type="text" value="No"/>
----------------	--

Bid Lines

1	Sulfuric Acid 93% for Water Treatment Plant Operations as per bid documents. Quantity: <input type="text" value="15606"/> UOM: <input type="text" value="ton"/> Unit Price: <input type="text" value="\$180.00"/> Total: <input type="text" value="\$2,809,080.00"/> Item Notes: Quantity is estimated and based on previous annual usage for all Co-Op Agencies listed under the Attachments Tab, Exhibit A - Participating Agencies. Item Attributes 1. Product Offered and Manufacturer Name. <input type="text" value="NSF Certified, 93% Sulfuric Acid"/> 2. Percentage H2SO4. <input type="text" value="93.85%"/> 3. Minimum Percentage of Sulfuric Acid. <input type="text" value="93.2%"/> 4. Average Percentage of Sulfuric Acid. <input type="text" value="93.5%"/>
----------	--

5. Specific Gravity at 60 degrees Fahrenheit.

1.8366

6. Product Weight (pounds per gallon).

15.3

7. Iron as Fe (ppm).

25

8. Minimum Order Requirement in Tons.

24

9. Delivery time after receipt of order in calendar days.

1

10. Index Used for Price Adjustments

Offeror shall state the Index used for price adjustments (Producer Price Index - Commodities (PPI) for Chemicals and Allied Products, Sulfuric Acid (Commodity Code 0613020T1) or (Green Markets, Sulfur Postings, Recovered LT, Tampa c Contract).

Producer Price Index

11. State telephopne number for placement of orders.

(800) 633-1358

12. State e-mail address for placement of orders.

kbain@satcoinc.net

13. State telephone number for emergency contact after regular business hours.

(800) 633-1358

Response Total: \$2,809,080.00

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 and Registered to ISO 9001.



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, January 07, 2019** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

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

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=0F460&Standard=060&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Sulphuric Acid Trading Company, Inc. (SATCO)

3710 Corporex Park Drive

Suite 205

Tampa, FL 33619

United States

800-633-1358

813-225-2000

Facility : Mulberry, FL

Sulfuric Acid

Trade Designation

Sulfuric Acid

Product Function

Corrosion & Scale Control
pH Adjustment

Max Use

50mg/L

Sulphuric Acid

Corrosion & Scale Control
pH Adjustment

50mg/L

Facility : Tampa, FL**Sulfuric Acid****Trade Designation****Product Function****Max Use**

Sulfuric Acid

Corrosion & Scale Control
pH Adjustment

50mg/L

Sulphuric Acid

Corrosion & Scale Control
pH Adjustment

50mg/L

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

Number of matching Manufacturers is 1

Number of matching Products is 4

Processing time was 0 seconds

IAC Tampa
 3904 Corporex Park Dr., St. 145
 Tampa, Florida 33619 United States of America
 T: 813-246-5115
 F: 813-246-9042



Certificate of Analysis

Vessel / Shore Tank: Chem Polaris
 Product: Sulfuric Acid
 Client Reference: None
 Terminal / Port / Office: Satco
 Job ID: USTAM-18-00663
 Submission ID: 018-1800564
 Comments :

Sample Submitted By: IAC Tampa
 Analysis Performed By: IAC Tampa
 Date Sampled: 09-Dec-2018
 Date Received: 10-Dec-2018
 Date Reported: 10-Dec-2018

		Tank 5	
		018-1800564-01-003	Running
Method	Test	Results	
ASTM E223	Assay , WI %	93.46	
ASTM D4052	Specific Gravity @ 15.56 °C	1.8361	

For Inspectorate

Jamilur Rahman, Lab Technician



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : National Union Fire Insurance Co. of Pittsburgh, PA		19445
INSURER B : Mitsui Sumitomo Insurance USA Inc		22551
INSURER C : N/A		N/A
INSURER D : Illinois Union Insurance Co		27960
INSURER E : _____		_____
INSURER F : _____		_____

CN103177417-SATCO-ACORD-18-

INSURED
 Sulphuric Acid Trading Company, Inc.
 3710 Corporex Park Drive
 Suite 205
 Tampa, FL 33619

COVERAGES **CERTIFICATE NUMBER:** NYC-010626771-02 **REVISION NUMBER:** _____

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	X		45780547	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BVR8032070	09/30/2018	09/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$25,000			See Acord 101	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
D	POLLUTION LIABILITY SIR: \$100,000			G24883930 006	09/30/2016	09/30/2019	Each Occurrence 10,000,000 Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Deerfield Beach and City of Deerfield Beach Commission is included as additional insured where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of Deerfield Beach 150 NE 2nd Avenue Deerfield Beach, FL 33441	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Stan Schiff
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AGENCY CUSTOMER ID: CN103177417

LOC #: New York



ADDITIONAL REMARKS SCHEDULE

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AGENCY Marsh USA, Inc.		NAMED INSURED Sulphuric Acid Trading Company, Inc. 3710 Corporex Park Drive Suite 205 Tampa, FL 33619	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Bumbershoot Liabilities

Policy No.: 045780550
Carrier: National Union Fire Insurance Company of Pittsburgh, PA
Limit: 50%

Policy No.: NYABDE5002
Carrier: Liberty Mutual Insurance Company
Limit: 25%

Policy No.: OLM2510005
Carrier: Mitsui Sumitomo Insurance Company of America
Limit: 25%

