

## CONTRACT TO PROVIDE SULFURIC ACID 93% FOR WATER TREATMENT PLANT OPERATIONS

This Contract is made and entered into this 17 day of July, 2025 (the "Effective Date"), by and between the City of Deerfield Beach ("City"), a municipal corporation of the State of Florida and Interacid North America, Inc., a Florida Profit Corporation authorized to business in the State of Florida ("Secondary Contractor").

### WITNESSETH:

**WHEREAS**, on April 18, 2025, the City, as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group (the "Group"), issued Invitation to Bid No. 25-016 (the "ITB"), for the supply and delivery of Sulfuric Acid 93% for the water treatment plant operations to the City and the Group's participating members (the "Services"); and

**WHEREAS**, the Services are delineated in the ITB; and

**WHEREAS**, the Purchasing and Contract Division (the "Division") reviewed the two (2) responses, and after discussion with the Department of Environmental Services (ES), it was determined that the ITB be awarded to both bidders whose bids offered the lowest price and cost, best value and availability of the products for the Services; and

**WHEREAS**, on July 8, 2025, the City Commission passed Resolution No. 2025/ 120 approving the award of the ITB to Secondary Contractor and authorized the City Manager to execute a Contract with the Secondary Contractor; and

**WHEREAS**, this Contract, the ITB and the Secondary Contractor's Bid Response constitute the entire Contract and describe the Services to be provided.

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

### ARTICLE 1 INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the ITB, the City's Notice of Intent to Award, together with Secondary Contractor's response to the ITB, attached as Exhibit "A", shall constitute the entire Contract. The parties agree that the Scope of Services, attached as Exhibit "B", is a description of obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, parts, equipment, tools and tasks which are such an inseparable part of the work described that exclusion would render performance by Secondary Contractor impractical, illogical, or unconscionable. The Secondary Contractor hereby acknowledges and agrees that the Scope of Services shall be on an as needed basis.

- 1.3 Except as specifically modified herein, Secondary Contractor shall be bound by the terms and conditions and prices as set forth in the ITB and the Secondary 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 services listed in the ITB, or any aspect of the Services if the City deems it to be in the best interest of the City.
- 1.5 Secondary Contractor acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2  
TERM AND TIME OF PERFORMANCE

- 2.1 The initial Contract term shall be for three (3) years and shall commence on the Effective Date and end on July 16, 2028. The City reserves the right to renew the Contract for three (3) additional one (1) year renewal options, contingent upon City Manager approval and providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City as set forth in the ITB.
- 2.2 In the event Services are scheduled to end because of the expiration of the Contract, the Secondary Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of the existing Contract. The Proposer shall be compensated for the service 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 agrees to compensate the Secondary Contractor for Services provided on an as-needed basis, in the manner specified in the ITB, based upon the amount/rates set forth in Secondary Contractor's Response for the Services. In accordance with the ITB, Secondary Contractor shall provide the products pursuant to a Purchase Order(s) issued by the City, and the City is only obligated to compensate Secondary Contractor based upon the applicable Purchaser Order and invoices provided by Secondary Contractor related to the applicable Purchaser Order. It is acknowledged and agreed by Secondary Contractor that the amount set forth on the applicable Purchase Order is the maximum payable and constitutes a limitation upon City's obligation to compensate Secondary Contractor for its

Services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon Secondary 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 Secondary Contractor to reimburse its expenses.

- 3.2 The obligation of the City for payment to the Secondary Contractor is limited to the availability of funds appropriated in each fiscal period, and continuation of the contract into a subsequent fiscal period, regardless of contract term, is subject to appropriation of funds, unless otherwise authorized by law. If such appropriation is not approved, then the City may terminate this Contract for convenience.
- 3.3 The Secondary 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 the 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, safety, or welfare.
- 4.2 This Contract may be terminated for cause for reasons including, but not limited to, Secondary Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract, or other breach of this Contract. The termination date shall be not more than ten (10) days after the date of such written notice. 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.
- 4.3 In the event of the default of any of the terms, obligations, restrictions, or conditions of the Contract, inclusive of the requirements set forth in the ITB, by the Secondary Contractor, the CITY will consider the Secondary Contractor in breach of the Contract and shall give the Secondary Contractor written notice of such breach by registered, certified mail. Upon receipt of the notification, Secondary Contractor shall have three (3) calendar days to cure the default. In the event that Secondary Contractor fails to cure the default within the three (3) calendar day period, or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including but not limited to termination of the Contract in which case the Secondary Contractor shall be liable for any and all damages permitted by law arising from the default and breach of Contract.
- 4.4 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.

- 4.5 In the event this Contract is terminated for convenience, Secondary Contractor shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. Secondary 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 Secondary Contractor, for City's right to terminate this Contract for convenience.
- 4.6 In the event this Contract is terminated for any reason, any amounts due Secondary Contractor shall be withheld by CITY until all documents are provided to City pursuant to Section 7.2 of Article 7.
- 4.7 Should at any time during the term of this Contract, including any option terms, the Secondary Contractor is in violation of any of the terms and conditions of this Contract, the City shall have the right to suspend the Secondary 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.
- 4.8 In the event this Contract 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 Secondary 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. Secondary 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 Secondary 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. Secondary 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, Secondary Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6  
INSURANCE

6.1 Secondary Contractor shall provide to the City evidence of insurability meeting the insurance requirements stated herein. Secondary Contractor shall not commence the work or otherwise perform the work as required by the resulting Contract until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the City. Secondary Contractor shall assume full responsibility and expense to obtain all necessary insurance.

A. General

1. Secondary Contractor shall furnish to the Purchasing and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein upon execution of this Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Contract (Solicitation Title and Number), and state that such insurance is as required by this Contract. Secondary Contractor's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the Contract.
2. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. Secondary Contractor shall be responsible to pay all deductible amounts, if any. Secondary Contractor shall specifically protect the City and the Deerfield Beach City Commission by naming the City and the Deerfield Beach City Commission as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.
3. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Secondary Contractor is complete including all renewal terms. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
4. City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If Secondary Contractor uses a subcontractor, Secondary Contractor shall ensure that subcontractor names CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

B. Coverages

Secondary Contractor shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurance as indicated with exes:

- Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate.

Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent successful Bidders, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific contract including any hold harmless and/or indemnification contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a Secondary and non-contributory basis.

- Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

- Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.

- Pollution Liability Insurance - Pollution Liability Insurance for bodily injury, property damage, clean-up costs or corrective action and defense coverage with a limit of no less than \$10,000,000 each incident and a general aggregate limit of no less than \$10,000,000. This insurance shall include coverage for, but not be limited to; sudden and accidental discharges; dispersal; seepage; release or escape of any solid, liquid gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste material into or upon land or any structure on land, the atmosphere or any watercourse or body of water,

including groundwater.

ARTICLE 7  
MISCELLANEOUS

7.1 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, Secondary 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 Secondary Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Secondary Contractor to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to Secondary Contractor shall be withheld until all documents are received as provided herein.

7.2 AUDIT RIGHT; RETENTION OF RECORDS; PUBLIC RECORDS

City shall have the right to audit the books, records, and accounts of Secondary Contractor and its subcontractors that are related to this Project. Secondary 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 Secondary 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, Secondary Contractor or its subcontractor, as applicable, shall make same available at no cost to City in written form.

Secondary 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 Secondary Contractor's and its subcontractors' records, Secondary 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 City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City 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 City all public records in possession of the Secondary 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 City in a format that is compatible with the information technology systems of the public agency. If Secondary 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 Secondary 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.

Secondary Contractor shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 7.2.

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

**CITY CUSTODIAN OF PUBLIC RECORDS:**

**HEATHER MONTEMAYOR, CMC, CITY CLERK  
150 N.E. 2<sup>ND</sup> AVE., DEERFIELD BEACH, FL 33441  
954-480-4213  
[WEB.CLERK@DEERFIELD-BEACH.COM](mailto:WEB.CLERK@DEERFIELD-BEACH.COM)**

**7.3 INDEMNIFICATION**

To the fullest extent permitted by law, Secondary 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 Contract; 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 Secondary Contractor, Secondary Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Secondary Contractor or anyone for whose acts Secondary 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 Secondary Contractor of any obligation hereunder. Secondary Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28,

Florida Statutes.

7.4 COMPLAINTS AND DISPUTES:

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

7.5 THIRD PARTY BENEFICIARIES

Neither Secondary 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.

7.6 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:

Rodney Brimlow, City Manager  
City of Deerfield Beach  
150 NE 2nd Avenue  
Deerfield Beach, FL 33441

FOR SECONDARY CONTRACTOR:

Brent Shonka  
Interacid North America, Inc  
10210 Highland Manor Drive, Suite 140  
Tampa, FL 33610  
[contract@interacidna.com](mailto:contract@interacidna.com)

7.7 MATERIALITY AND WAIVER OF BREACH

City and Secondary 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.

7.8 SEVERANCE

In the event a portion of this Contract found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Secondary 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.

7.9 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 expresses 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.

7.10 VENUE AND WAIVER OF JURY TRIAL

By entering into this Contract, Secondary 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. This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Contract must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

7.11 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 Secondary Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

7.12 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.

7.13 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.

7.14 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.

7.15 SCRUTINIZED COMPANIES

- a. Secondary Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Contract at its sole option if Secondary Contractor or its subcontractors are found to have submitted a false certification; or if Secondary Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.
- b. If this Contract is for more than one million dollars, Secondary Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Contract at its sole option if Secondary Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Secondary Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract .
- c. Secondary Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this Contract.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above- stated contracting prohibitions then they shall become inoperative.

7.16 VERIFICATION OF EMPLOYMENT ELIGIBILITY

Secondary Contractor and any subcontractor of Secondary Contractor shall comply with Sections 448.09 and 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by Secondary Contractor, Secondary Contractor may not be awarded a public contract for a period of 1 year after the date of termination. All cost(s) incurred to initiate and sustain the aforementioned program shall be the responsibility of the Secondary Contractor. In accordance with Section 448.095, Florida Statutes, Secondary Contractor is liable for any additional costs incurred by City as a result of termination of this Contract.

7.17 COMPLIANCE WITH LAWS

Secondary Contractor shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Contract.

7.18 NON-COERCION AFFIDAVIT FOR LABOR OR SERVICES. In accordance with Section 787.06(13), Florida Statutes, as Secondary Contractor is a nongovernmental entity doing business with the City, Secondary Contractor is required to attest that it does not use coercion for labor or services. At the time of execution of this Agreement, Secondary Contractor shall submit the required Affidavit, which will be provided by the City's Procurement Division.

7.19 FOREIGN COUNTRIES OF CONCERN AFFIDAVIT. In accordance with Section 287.138, Florida Statutes, the Secondary Contractor is required to attest that it does not meet any of the criteria set forth in Paragraph 2 (a)-(c) of Section 287.138, Florida Statutes, as such terms are defined therein, as updated. At the time of execution of this Agreement, Secondary Contractor shall submit the required Affidavit, which will be provided by the City's Procurement Division.

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

ATTEST:

DocuSigned by:  
*Heather Montemayor*  
5E72EBB3A1E04DD...

HEATHER MONTEMAYOR  
CITY CLERK

**CITY OF DEERFIELD BEACH**

Signed by:  
*Rodney Brimlow*  
7A3014915AB5442...

By: \_\_\_\_\_  
RODNEY BRIMLOW, CITY MANAGER

Date: 7/17/2025, 2025.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE CITY OF DEERFIELD BEACH, FLORIDA, ONLY.

Signed by:  
*Anthony Soroka*  
5CAA0437D59A4C4...

ANTHONY C. SOROKA, CITY ATTORNEY

# CONTRACT TO PROVIDE SULFURIC ACID 93% FOR WATER TREATMENT PLANT OPERATIONS

ATTEST:

\_\_\_\_\_  
Corporate Secretary

Witnesses:

Signed by:  
*Katie Bain*  
91A19A0F47974D2...  
\_\_\_\_\_  
Signature

Katie Bain  
\_\_\_\_\_  
Print Name

Signed by:  
*Susan Forney*  
AC68B84CCDF411  
\_\_\_\_\_  
Signature

Susan Forney  
\_\_\_\_\_  
Print Name

**INTERACID NORTH AMERICA, INC.**

Signed by:  
*Brent Shonka*  
D1B2FE93A29C4C1  
By: \_\_\_\_\_  
Signature

Print Name: Brent Shonka

Title: General Manager

Date: 7/1/2025, 2025.

**EXHIBIT "A"**  
**CITY'S ITB #25-016, NOTICE OF INTENT TO AWARD AND CONTRACTOR'S RESPONSE**



# INVITATION TO BID

No. ITB 25-016

Sulfuric Acid 93% for Water  
Treatment Plant Operations

April 18, 2025

## **ADVERTISEMENT, INVITATION TO BID NO. ITB 25-016, SULFURIC ACID 93% FOR WATER TREATMENT PLANT OPERATIONS**

City of Deerfield Beach, a political subdivision of the State of Florida, will receive sealed bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide Sulfuric Acid 93% for Water Treatment Plant Operations, as specified in this Invitation to Bid (ITB).

A copy of the complete solicitation package and all related documents and requirements is available for download from the eProcurement Marketplace link on the Procurement and Contract Administration Division webpage of the City website at <https://www.deerfield-beach.com/64/Purchasing>.

### **1. DATE, TIME, AND PLACE DUE:**

The Bid submittal deadline for submission of Bids in response to this ITB is **May 14, 2025 at 2:00 P.M. ET**. Bids shall be delivered electronically via the eProcurement Marketplace link on the webpage of the City website at <https://www.deerfield-beach.com/64/Purchasing>. The City shall not be responsible for a Bidder's inability to submit a response by the Close Date and time for any reason, including issues arising from the use of the eProcurement Marketplace

Bids will be opened immediately following the Bid Submittal Deadline and will be publicly opened in the Procurement and Contract Administration Division 2<sup>nd</sup> Floor, 401 SW 4<sup>th</sup> Street, Deerfield Beach, FL 33441 or virtually via Zoom. Bidders will receive an advance notification through the eProcurement Marketplace advising on which platform will be used. Interested parties may attend the opening. Bids submitted by any other means will not be accepted.

### **2. SOLICITATION PRE-SUBMITTAL CONFERENCE:**

No Pre-bid Conference will be conducted for this solicitation

### **3. DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:**

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation to Bid is **May 9, 2025 at 5:00 P.M ET**. Questions and inquiries should be submitted via the eProcurement Marketplace link on the Procurement and Contract Administration Division webpage of the City website at <https://www.deerfield-beach.com/64/Purchasing>.

**Important: A cone of silence is in place. See Section III.18 for details. Violations by a Bidder potential Bidder, or their representatives may result in sanctions.**



**SOUTHEAST FLORIDA GOVERNMENTAL  
PURCHASING COOPERATIVE GROUP**

**TO OUR PROSPECTIVE CONTRACTORS:**

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the “lead agency”. All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s),

contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.

- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

## **PURPOSE**

The City of Deerfield Beach, Florida (City) invites qualified and experienced successful Bidder(s) to submit bids to provide the City and participating members of the Southeast Governmental Cooperative Group with Sulfuric Acid 93% for Water Treatment Plant Operations. Any further reference in the Invitation to Bid (ITB) to the City shall apply to all participating agencies referenced in the ITB.

## **SECTION I - RESPONSE REQUIREMENTS**

### **1. Submission and Receipt of Responses**

- a.** The City uses the eProcurement Marketplace to administer the competitive solicitation process, including but not limited to soliciting and receiving responses, issuing addenda, tabulating responses, posting results and issuing notification of an intended decision. Responses to this competitive solicitation will only be accepted from Bidders who submit electronically through the City's eProcurement Marketplace by the Close Date and Time indicated; hard copies will not be accepted. Bidders are strongly encouraged to read the successful Bidder Guides and Tutorials available in the eProcurement Marketplace well in advance of their intention of submitting a response to ensure familiarity with the eProcurement Marketplace and submitting a response through it. The City shall not be responsible for a Bidder's inability to submit a response by the closing date and time for any reason, including issues arising from the use of the eProcurement Marketplace.
- b.** All information submitted by Bidder shall be typewritten, scanned as an attachment, or provided as otherwise instructed in the solicitation documents. Bidders shall use and submit any applicable or required forms provided by the City and attach such to their response. Failure to use the forms provided by the City may cause the response to be rejected and deemed non-responsive.
- c.** Responses shall be submitted by an authorized representative of the firm. Responses must be submitted in the business entity's name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Responses shall include an attachment evidencing that the individual submitting the response, does in fact have the required authority to bind the business entity.
- d.** All responses will become the property of the City of Deerfield Beach. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the City.
- e.** Responses will be publicly opened in the Procurement and Contract Administration Division, 2nd Floor, 401 SW 4th Street, Deerfield Beach, FL 33441, or virtually via Zoom. Bidders will receive an advance notification through the eProcurement Marketplace advising on which platform will be used. It is the responsibility of the Bidders to check

the eProcurement Marketplace constantly for the latest updates. Bids will be tabulated and made available for public inspection at such time as the City provides notice of an intended decision or until 30 days after the closing date and time, whichever is earlier.

## **2. Required Documents and Information**

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. The documents and information the City requires each Bidder to submit with their response can be found in the “Response Attachments” tab within the eProcurement Marketplace for this competitive solicitation. Responses should seek to avoid information in excess of what is requested, must be concise, and must specifically address the requirements of this competitive solicitation.

The responses shall be organized and divided into the sections indicated. The “Response Attachments” are not inclusive of all the information that may be necessary to properly evaluate the response and determine whether the Bidder has the capacity to meet the requirements of the scope of work and specifications. Additional documents and information should be provided as deemed appropriate by the Bidder in response to specific requirements stated herein or through the competitive solicitation. The apparent silence of the scope of work and any amendment regarding any details or the omission from the scope of work of a detailed description concerning any goods or services requested, shall be regarded as meaning that only the best industry practices are to prevail, and that only goods and workmanship of first quality are to be delivered. All interpretations of the scope of work shall be made upon the basis of this Solicitation and if the Solicitation is silent, basedn industry standards of best practices.

## **3. Financial Plan, Capital, and Capabilities**

The City may request the firm’s financial audits and statements for the past two (2) reporting years (Income Statements and Balance Sheets). If your firm has financial audits and statements prepared by both existing employees and an external auditor or accountant, submit the financial audits and statements completed by the external auditor or accountant. Demonstrate your financial soundness and history of meeting financial obligations. Pursuant to Florida Statute 119.071 (1) General exemptions from inspection or copying of public records. (c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. Provide a general description of their financial condition and identify any conditions (e.g. bankruptcy, pending litigation, impending mergers) that may affect your firm’s ability to perform and/or complete the work.

#### 4. ITB Schedule

Advertise Date	04/18/2025
Pre-bid Conference	N/A
Deadline for Questions	05/09/2025
Close Date and Time	05/14/2025
Projected Award/Commission Date	TBD
Contract Commencement Date	TBD

The City, in its sole discretion, reserves the rights to change this schedule of events.

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## SECTION II - EVALUATION AND AWARD PROCEDURES

The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all responses, or terminate the competitive solicitation process at any time and secure the solicited products and services by any other lawful means. The City also reserves the right to waive minor irregularities or variations to the specifications and in the competitive solicitation process.

### 1. Variances

For purposes of evaluating responses, Bidders must submit any change, variance or exclusion requests, from the terms, conditions, specifications, scope of work, minimum qualifications, and other requirements contained in the solicitation and any addenda. All requested changes, exclusions or variances to the terms and conditions must be submitted during the Question and Clarification period stated in the ITB.

If variances are not submitted during the Question and Clarification period, it will be assumed that the Bidder accepts all requirements in the solicitation and any addenda, and that the products and/or services quoted fully comply with the requirements.

All requested variances submitted are subject to review and approval by the City. Any modifications to the ITB documents will be incorporated via an addendum. The City reserves the right, in its sole and absolute discretion, to accept or reject any requests for changes, variances or exclusions. Further, the City reserves the right, in its sole and absolute discretion, to deem a Bid response containing variances as non-responsive and not consider the Bid response for award.

### 2. Evaluation Procedures

- a. After the sealed Bids are opened, City staff, in consultation with the City's consultant as applicable, shall examine the documentation submitted in the Bids to determine the responsiveness and responsibility of each response received. Responses will be evaluated to ensure each response:
  - i. Fully conforms in all material respects to the solicitation and all of its requirements, including the completion and submission of all required forms and information (Responsive)
  - ii. Is fully capable to meet all of the requirements of the solicitation and resulting contract, possesses the full capability, including financial and technical, to perform as contractually required and is able to demonstrate the ability to provide good faith performance (Responsible)
  - iii. Bidder is in the business of providing the products and/or services required and possesses sufficient financial stability, personnel, equipment, and organization to ensure that it can satisfactorily perform the work if awarded a contract (Qualified). Responsiveness, responsibility, and qualifications are further defined in the General Terms and Conditions. Additionally, minimum qualifications, including licensing and

certification requirements, are stated in the Special Terms and Conditions.

- b. The City reserves the right to conduct site visits to Bidder's facilities to inspect record keeping procedures, staff, facilities, and equipment at any point during the evaluation process.

### **3. Contract Award**

- a. Although it is the intent of the City to enter into a contract for the products and services contemplated in this competitive solicitation, the City is under no obligation to make an award pursuant to this competitive solicitation.
- b. The City reserves the right to award the contract to one or multiple Bidders who will best serve the interest of the City. Award of this contract shall be made to the responsive and responsible Bidder(s) providing the lowest price(s), best value and availability of the required products and services.
- c. An award recommendation to the lowest responsive, responsible Bidder will be made by Procurement with concurrence by the using department director that the Bidder is able to meet the requirements of the bid specifications.
- d. Award recommendations will be presented to the City Commission for their final approval. The City Commission has full discretion to reject all bids and waive minor irregularities in the bid.

### **4. City's Exclusive Rights**

The City reserves the exclusive rights to:

- a. Waive any deficiency or irregularity in the selection process.
- b. Accept or reject any or all qualifications statements or bids in part or in whole;
- c. Request additional information as appropriate.
- d. Award all or a portion of the services set forth in this ITB to one or more Bidders as determined to be in the best interest of the City.
- e. Reject any or all submittals if found not to be in the best interest of the City.
- f. In the event of a sole Bid, the City reserves the right to reject the sole Bid.

### **5. Contract Execution**

By submitting a Bid in response to this ITB, Bidder acknowledges and agrees that (i) no enforceable contract shall be in force until the contract is fully executed by the City; (ii) that no action shall require the City execute such contract; and (iii) that each Bidder waives all claims to damages, lost profits, costs, expenses, reasonable attorney's fees, or other costs, as a result of the City not executing the contract.

## **SECTION III - GENERAL TERMS AND CONDITIONS**

### **1. Independent Contractor**

The Bidder represents itself to be an independent contractor and shall not represent itself or its employees to be employees of the City of Deerfield Beach. Therefore, the Bidder shall assume legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses for Bidder's operations, officers, employees and agents, and agrees to indemnify, save, and hold the City of Deerfield Beach, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

### **2. Subcontractors**

If the Bidder proposes to use subcontractors in the course of providing the requested products and/or services to the City, Bidder shall disclose and include the name and specific type of good or service to be provided by the subcontractor as part of the Bidder's response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. successful Bidders may also propose in writing the use of subcontractors during the term of the contract or changes to subcontractors during the term of the contract; the City reserves the right to approve or disapprove of any modifications to subcontractors during the term of the contract with shall not be unreasonably withheld and provided in writing. The City reserves the right to approve or disapprove of any proposed subcontractor in its best interest.

### **3. Addenda, Changes, and Interpretations**

It is the sole responsibility of the Bidder to notify the City in writing and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the "Deadline for Questions" as indicated in Section I, ITB Schedule, as may be amended by the City. Requests for clarification, modification, interpretation or changes must be submitted electronically via the City eProcurement Marketplace. Requests received after the deadline for questions will not be addressed.

Clarifications, modifications, interpretations, and changes shall only be made by the issuance of official addenda by the City. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City. All requests from Bidders and explanations from the City shall be communicated via the eProcurement Marketplace. All addenda are a part of the competitive solicitation documents and each Bidder will be bound by such addenda, whether or not acknowledged by them. It is the responsibility of each Bidder to read and comprehend all addenda issued. Addenda will be posted no later than the "Last Date for Addenda" indicated in the "Tentative Schedule of Events".

#### **4. Multiple Responses**

More than one response to this competitive solicitation from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Such a circumstance will lead to rejection of all responses in which the Bidder is involved, except for circumstances where Bidder is the subcontractor listed in another Bidder's response. If there is reason to believe that collusion exists between Bidders, those parties' responses will be rejected and deemed for City purposes to be a conviction of a public entity crime.

#### **5. Omission of Details**

The apparent silence of the specifications and any amendment regarding any details or the omission from the specifications of a detailed description concerning any services or material requested, shall be regarded as meaning that only the best industry practices are to prevail, and that only material and workmanship of first quality are to be used.

#### **6. Mistakes**

Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, and delivery instructions pertaining to the solicitation. Failure of the Bidder to examine all pertinent documents shall not entitle them to any relief from the conditions imposed herein and may lead to rejection of the response.

#### **7. Costs Incurred**

The City shall not be liable for any costs incurred by Bidders in responding to or in any way participating in this solicitation.

#### **8. Withdrawal of Responses**

Any response may be withdrawn up until the Close Date and time. Any response submitted to the City and not withdrawn prior to the Close Date and time shall constitute an irrevocable offer to the City to provide the product and/or services set forth in the solicitation. Bidder warrants by virtue of submitting the response that the response and any prices quoted in the response will be firm for acceptance by the City for a period of one hundred eighty (180) calendar days from the close date unless otherwise agreed upon by the City and Bidder.

#### **9. Acceptance of Responses / Minor Irregularities**

Any or all responses to solicitations may be rejected by the City Manager in whole or in part when it is in the best interests of the City. The City reserves the right to accept or reject any or all responses, part of responses, and to waive minor irregularities or variances to specifications contained in responses that do not make the response conditional in nature, and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract, does not give a respondent an

advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other Bidders, and does not affect the fundamental fairness of the solicitation process.

## **10. Responsive**

In order to be considered responsive to the solicitation, the Bidder's response shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

## **11. Responsible**

In order to be considered as a responsible Bidder, Bidder shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

## **12. Bidder's Qualifications**

Bidder shall be in the business of providing the goods and services required and must possess sufficient financial support, equipment, personnel and organization to ensure that it can satisfactorily perform the work if awarded a contract. The City shall have the right to investigate the financial condition, experience record, qualifications, facilities, equipment and references of each Bidder and determine to its satisfaction the competency, reputation, quality of goods and services, and responsibility of each to perform the required work, meet the specifications, and conform in all material respects to the solicitation and all of its requirements.

- a. Bidder shall satisfy the Minimum Qualifications and Requirements in the ITB Attachment. Failure to do so may result in the response being deemed non-responsive or non-responsible and not considered for award.

## **13. Order of Precedence**

In the event of inconsistency between provisions of this solicitation and the resulting contract, the inconsistency shall be resolved by giving precedence in the following order:

- a. The contract
- b. Contract attachments
- c. Bidder's response and response enclosures whether attached or incorporated by reference
- d. Scope of Work that includes all requirements and technical specifications
- e. Contract General Conditions
- f. Contract Special Terms and Conditions
- g. Contract General Terms and Conditions. General Conditions of the Construction contract will control in the event of conflict with any of the documents.

## **14. Licenses and Certifications**

The Bidder shall be appropriately licensed to perform the work and provide the products and services required. Bidder shall possess by the closing date and time all required licenses and certifications necessary to perform the requested service or provide the requested goods; unless the issuance of such license or certification is contingent upon the work to be performed under the resulting contract. The Bidder shall be responsible for all costs associated with obtaining and maintaining all required licenses, certifications, and permits. Copies of all required licenses and certifications shall be submitted with the Response as a matter of responsiveness.

## **15. Insurance and Surety Bonds**

The Bidder's response shall include evidence of insurability meeting the minimum insurance requirements attached herein and evidence of Bidders ability to obtain required surety bonds, when insurance and surety bonds are required. The Successful Bidder shall not commence the work or otherwise perform the work as required by the resulting contract, until a certificate of insurance naming the City of Deerfield Beach as additionally insured and evidencing the provision of the required insurance in a form acceptable to the City, and required surety bonds have been received and approved by the City. The Bidder shall assume full responsibility and expense to obtain all necessary insurance and surety bonds.

## **16. Legal Requirements**

By the submission of a Bid, the Bidder certifies that a careful review of the Solicitation Documents has taken place and that the Bidder is fully informed and understands the requirements of:

- a. The solicitation documents.
- b. The quality and quantity of services to be performed and goods to be provided.
- c. The applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, governing this solicitation and the requested work. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

## **17. Protest Procedures**

If a Bidder intends to protest a finding of Bidder's failure to qualify or proposed award, the Bidder may file a protest in accordance with the procedures set forth in Section 38-118 of the City Code. The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the protest bond are received by the Procurement and

Contract Administration Division. The time stamp clock located in the Procurement and Contract Administration Division office shall govern when the protest was received.

**a. Protest of Failure to Qualify**

Upon notification by the City that a Bidder is deemed non-responsive and/or non-responsible, the Bidder, who is deemed non-responsive and/or non-responsible may file a protest with the Purchasing Agent by close of business on the third (3<sup>rd</sup>) business day after notification (excluding the day of notification) or any right to protest is forfeited. It shall be the sole responsibility of such Bidder to verify the operating hours of Procurement and Contract Administration Division.

**b. Protest of Award of a Contract**

After a Notice of Intent to Award a contract is posted on the City eProcurement Marketplace, any actual bidder who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may file a protest with the Purchasing Agent by close of business on the third (3<sup>rd</sup>) business day after posting (excluding the day of posting) or any right to protest is forfeited. It shall be the sole responsibility of such Bidder to verify the operating hours of Procurement and Contract Administration Division.

**c. Protest Fee**

Any Bidder filing a protest shall simultaneously provide a protest fee to the City in the form of a cashier's check or payment bond. The protest fee will be based on the estimated contract amount. The estimated contract amount shall be based upon the pending award amount submitted by the recommended bidder/proposer. If no contract amount was submitted, the estimated contract amount shall be the City estimated contract amount. If the protest is decided in the protester's favor, the entire protest fee shall be returned to the protester. If the protest is not decided in the protester's favor, the protest fee shall be forfeited to the City.

**d. Protest Fee Amount**

- i. For solicitations for term contracts that provide for an annual expenditure amount, the protest fee shall be in the amount of \$1,000.00 for contracts with an estimated annual amount of \$100,000.00 or less, or one percent (1%) of the estimated annual contract amount for contracts that exceed \$100,000.00, with a maximum deposit of \$10,000.00.
- ii. For all other contracts, \$1,000.00 for contracts with an estimated annual amount of \$250,000.00 or less, or one percent (1%) of the estimated annual contract amount for contracts that exceed \$250,000.00, with a maximum deposit of \$10,000.00.

**e. Protest Committee**

A protest committee shall review all protests. If the Protest Committee denies the protest, the protester may appeal to the City Commission.

**f. Protest Appeal**

Any actual bidder who is aggrieved by a determination of the Protest Committee may appeal the determination to the City Commission by filing an appeal with the City Clerk by close of business on the third (3<sup>rd</sup>) business day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the City Clerk.

**18. Cone of Silence**

In accordance with Section 38-127 of the City of Deerfield Beach Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall apply as follows:

- a. The cone of silence shall be in effect beginning upon the advertisement for the competitive solicitation or during such earlier procurement activities as may be declared by the City Commission. The cone of silence shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids, or takes other action which terminates the solicitation process.
- b. Any entity that seeks a contract, contract amendment, award, recommendation, or approval related to a competitive solicitation or that is subject to being evaluated or having its Bid evaluated in connection with a competitive solicitation, including the entity's representative(s) shall not have any communication with any City Commissioner, the City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a competitive solicitation, including any member of the evaluation committee.
- c. The cone of silence shall not apply to written or oral communications with the City legal counsel or the Procurement and Contract Administration Division staff.
- d. Any action in violation of this Code of Ordinances Section 38.127 shall be cause for disqualification of the Bid. The determination of a violation and the penalty shall be made by the City Commission.

**19. Local Business Preference Program**

- a. The City established a local business preference program to facilitate local business participating in the competitive solicitation process. Except where prohibited by Federal requirements, Florida Statute, City policies, or funding source mandates to the contrary, and in accordance with City Code of Ordinances Section 38, preference shall be awarded to local businesses in the following manner:

- i. When a responsive, responsible nonlocal business submits the lowest price Bid, and the Bid submitted by one or more responsive, responsible local businesses is within five percent (5%) of the Bid submitted by the nonlocal business, then such local business(s) shall have the opportunity, within five calendar days of notification by the Purchasing Manager or designee, to submit a best and final Bid equal to or lower than the amount of the low Bid previously submitted by the nonlocal business with the lowest Bid price. Thereafter, contract award shall be made to the responsive, responsible business submitting the lowest, best and final Bid. In the case of a tie in the best and final Bid between a local business and a nonlocal business, contract award shall be made to the local business.
  - ii. The determination as to whether a Bidder is a local business shall be made by City staff based upon documentation submitted by the Bidder with its Bid submission and as verified by the Procurement and Contracts Division.
- b. This section shall not apply to professional services procured pursuant to the State of Florida Consultants Competitive Negotiation Act (CCNA), to direct acquisitions under Section 38-116(c), nor to solicitations utilizing federal funding sources in accordance with 2 CFR §200.319(b).
- c. An eligible bidder must satisfy the criteria as set forth City Code of Ordinances Section 38. to include the following:
  - i. Bidder shall complete, fully execute, and provide all required information contained in the competitive solicitation related to the local business preference requirements.
  - ii. Bidder shall have no history, within the prior five (5) years, of non-performance, delinquent fees, liens, or Code violations.
- d. The City, in its sole discretion shall determine whether a Bidder meets the criteria to qualify for a local business preference under the City Code.

## **20. Disadvantaged Business Enterprise Program**

The City established a disadvantaged business enterprise program to encourage and foster the participation of Certified Business Entities (CBEs), in the city's competitive solicitation process by providing preference to CBEs as detailed in Section 38-130 of the City of Deerfield Beach Code of Ordinances. The City will accept CBEs including small business enterprises (SBEs), minority business enterprises (MBEs), women business enterprises (WBEs), and veteran

business enterprises (VBEs) certifications from Bidders, including their subcontractors identified in their response, as defined and certified by the Florida Department of Management, Office of successful Bidder Diversity or other certifying organizations or jurisdictions in accordance with Section 287.0943 (1) and (2) Florida Statutes.

- a. During the course of a competitive solicitation when a responsive, responsible non-CBE submits the lowest price bid, and a bid submitted by one or more responsive, responsible CBE is within five percent of the bid submitted by the non-CBE, then such CBE shall have the opportunity to submit, within five calendar days of notification by the Procurement and Contract Administration Division, a best and final offer equal to or lower than the amount of the low bid submitted by the non-CBE.
- b. The price bid by the non-CBE shall not be revealed if exempted under Chapter 119 or 286, Florida Statutes contract award recommendation shall be made to the responsive, responsible business submitting the lowest responsive and responsible final offer. In the case of a tie in the best and final offer between a CBE business and a non-CBE business, contract award recommendation shall be made to the CBE.
- c. For all other competitive solicitations where the objective factors used to evaluate the responses from bidders are assigned point totals, where evaluation of criteria, including and beyond price, is the determining factor for award, the total score of each individual evaluation committee member's total points of the CBE vendor will adjust upward by five percent.
- d. In the case where a Bidder is claiming CBE participation by the use of permitted subcontractors identified in their response and where the subcontractor(s) is the CBE, subcontractor's portion of the work to be performed pursuant to the resulting contract shall equal at least 50 percent of the total work. Bidder shall provide information in the response to substantiate the subcontractor's portion of the work meeting the 50 percent requirement.
- e. A bidder shall complete, fully execute, and provide all required information contained in the competitive solicitation related to the disadvantaged business enterprise requirements.
- f. For the purpose of determining the best value in the award of a competitive solicitation where both the local business and disadvantaged business preference are applicable, the local business preference shall take precedence over the small business preference.
- g. In order to participate in the disadvantaged business enterprise program, Bidder shall have no history within the prior five years of non-performance, delinquent fees, liens, or code violations.
- h. The disadvantaged business enterprise program shall not apply to a competitive solicitation process when prohibited by law, contract, grant, funding source or other regulation applicable to the competitive solicitation process, contract, or funding source, or when the city acts as the lead agency for a cooperative procurement.

## **21. Ethics Code**

Bidders are required to acquaint themselves with the provisions in the City of Deerfield Beach's Ethics Code Chapter 2, Article IX, City Code of Ordinances. The City Commission will strictly apply the Ethics Code, including Section 2-505 "Disclosure and Behavior Requirements of Applicants and Person/Entity seeking a City contract or currently doing business with the City". Bidder shall complete the "Ethics Code Disclosure" contained herein. Failure to do so may result in the response being deemed non-responsive.

## **22. Public Records / Confidential Information**

- a. Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Bidder's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- b. If the Bidder believes any of the information contained in the response is exempt from the Public Records Law, then the Bidder must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- c. Pursuant to Section 119.0701(2)(a), Florida Statutes, the Bidder must keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

## **23. Excluded Parties from the Competitive Solicitation Process**

- a. Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Bidder, successful Bidder, 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, Fla. Stat. for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- b. Pursuant to Section 287.135, Florida Statutes, a bidder may not bid on or submit a proposal for goods or services of \$1,000,000.00 or more if at the time of bidding or submitting a proposal, the bidder:

- i. Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel; or
- ii. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 Florida Statutes; or
- iii. Is engaged in business operations in Cuba or Syria.

## **24. Anti-Collusion**

Pursuant to Chapter 838 Florida Statutes, it is unlawful for a bidder to knowingly and intentionally influence or attempt to influence any competitive solicitation of the City of Deerfield Beach. The Bidder certifies that it has not divulged, discussed or compared its response and the contents contained therein with other respondents, except subcontractors if they form part of the response, and has not colluded with any other Bidders or parties to a response whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of material or service. Any violation of this provision will result in the immediate cancellation of the contract and removal from the Vendor List.

## **25. Conflict of Interest**

- a. The Bidder covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the Bidder's diligent and proper performance of the services hereunder. The Bidder further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- b. No contract will be awarded to a Bidder who has City elected officials, officers or employees affiliated with it, unless the Bidder has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidder must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's vendor List and prohibition from engaging in any business with the City.

## **26. Entire Agreement**

This competitive solicitation, all attachments and exhibits, addenda, and the resulting contract and/or purchase order states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations and agreements are merged herein or superseded hereby. If a contract will be executed, a draft contract containing the major business concerns for the City may be attached to this competitive solicitation.

## **27. Waiver**

No waiver or modification of any contract resulting from this solicitation or of any covenant, condition or limitation contained in it shall be valid unless the waiver or modification is in writing and duly executed by the party to be charged with it. Further, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, and duly executed by the party to be charged with the waiver or modification. The parties agree that provisions of this paragraph may not be waived except by a duly executed writing.

## **28. Warranty**

- a. Warranty of Title - The Bidder warrants that all goods and materials offered in their response or furnished under a resulting contract will be new unless otherwise specified and that Bidder possesses good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods and materials. All goods and materials not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.
- b. Warranty of Specifications - The Bidder warrants that all goods, materials and workmanship offered in their response or furnished under a resulting contract, whether by Bidder or its sub-contractors and successful Bidders, will comply with the specifications, plans, and other descriptions and requirements supplied or adopted.
- c. Warranty of Merchantability - The Bidder warrants that the goods offered in their response or furnished under the resulting contract are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.
- d. Warranty of Material and Workmanship - The Successful Bidder warrants all material and workmanship for a minimum of one (1) year from date of delivery and acceptance by the City. The Successful Bidder shall provide a warranty certificate or bond, in a form acceptable to the City Attorney's Office, stating the terms and conditions of the warranty, which terms shall be consistent with the requirements herein. If within the warranty period, or within such larger period of time as may be prescribed by law or warranted by the Successful Bidder and product manufacturers, any of the materials and workmanship is found to be defective or not in accordance with the contract documents, the Successful Bidder shall after receipt of a written notice from the City to do so, promptly correct the condition unless the City has previously given the Successful Bidder a written acceptance of such condition.
- e. Warranty of Intellectual Property - The Bidder warrants that there has been no violation of copyright, patent, or other intellectual property rights either in the United States of America

or in foreign countries in connection with the work to be performed pursuant to this competitive solicitation and resulting contract.

## **29. Survivorship Rights**

The contract pursuant to this competitive solicitation shall be binding on both parties to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors, and assignees.

## **30. Severability**

If any term or provision of the contract resulting from this competitive solicitation is found to be illegal and unenforceable, such term(s) shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

## **31. Venue**

The venue for any and all litigation arising out of the contract shall be in Broward County, Florida for state court actions and in the US District Court for the Southern District of Florida for federal court actions.

## **32. Service Test Period**

If the Bidder has not previously provided the goods or services to the City, the City reserves the right to require a service test period to determine if the Bidder can perform in accordance with the requirements of the contract, to the City's satisfaction, and within the rights of the City in. The service test period shall be conducted under all specifications, terms and conditions contained in the contract.

## **33. Examination of Records**

The Bidder shall keep adequate records and supporting documentation applicable to the subject matter of this ITB to include, but not be limited to, records of costs, time worked, working paper and/or accumulations of data, and criteria or standards by which findings or data are measured. Said records and documentation shall be retained by the Bidder for a minimum of three (3) years from the date the contract is completed and accepted by the City.

If any litigation, is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings, involving the records have been resolved, unless otherwise instructed by the City. Should any questions arise concerning this contract, the City and its authorized agents shall have the right to review, inspect, and copy all determining an award recommendation.

The length of such test period shall be determined by the City, and shall be an appropriate timeframe for the City to effectively evaluate the goods and services offered such records and

documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at City expense. Any subcontractor(s) employed or utilized by the Successful Bidder shall be subject to these requirements and the Bidder is required to so notify any such subcontractor(s).

### **34. Transfer of Responsibility**

Upon expiration, termination, or cancellation of the contract, the successful Bidder shall assist City of Deerfield Beach to ensure an orderly transfer of responsibility and/or continuity of those products and services required under the terms of the contract to an organization designated by City of Deerfield Beach, if requested in writing. The successful Bidder shall provide and/or perform any or all of the following responsibilities:

The successful Bidder shall deliver, FOB destination, prepaid, all records, documentation, reports, data, recommendations, master, or printing elements, etc., which were required to be produced under the terms of the contract to City of Deerfield Beach and/or to City of Deerfield Beach's designee within seven (7) calendar days after receipt of the written request. Any and all records which are on electronic media must be delivered in a format which is compatible with the system(s) currently in use by City of Deerfield Beach.

The successful Bidder shall agree to continue providing any part or all of the services in accordance with the terms and conditions of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract in the event City requests for successful Bidder to continue providing services for such extension period.

### **35. Quantities**

No guarantee or warranty is given or implied by the City as to the amount that may or may not be purchased from any resulting contract. The City reserves the right to increase or decrease quantities or add or delete any item or quantity from the contract if it is determined to be in the best interest of the City in its sole discretion.

### **36. Risk of Loss**

The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Successful Bidder until the delivery of completed project and facilities to the City, and inspection and final acceptance of the entire project by the City. Title to all goods, chattel and facilities shall pass to City upon delivery and acceptance of the goods by City as evidenced in writing.

### **37. Delivery**

All items shall be delivered FOB destination to a specified City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the contract.

### **38. Required Compliances and Regulations**

In performing the Work, Bidder shall comply with all applicable Federal, State, County, City and local laws, rules and regulations.

### **39. Safety**

- a. The Successful Bidder shall be responsible for coordinating, funding, maintaining and supervising all safety precautions, measures, and programs for the Work consistent with applicable law and industry standards. The Successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.
- b. The Successful Bidder shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:
  - i. All employees on the work site and all other persons who may be affected thereby.
  - ii. The work and all materials and equipment incorporated therein.
  - iii. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the work.
- c. Occupational Health and Safety - In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:
  - i. The chemical name and the common name of the toxic substance.
  - ii. The hazards or other risks in the use of the toxic substance, including:
    - (1) The potential for fire, explosion, corrosivity and reactivity;
    - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
    - (3) The primary routes of entry and symptoms of overexposure.

- iii. The proper precautions, handling practices, necessary personal protection equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.
- iv. The emergency procedure for spills, fire, disposal and first aid.
- v. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- vi. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

#### **40. Clean-Up and Worksite Appearance**

The Successful Bidder shall at all times keep the Work site free from accumulation of waste materials, rubbish and debris. At the completion of the Work, Successful Bidder shall remove all waste materials, debris, tools, equipment, machinery, and surplus materials from and about the worksite, and return the worksite to a condition suitable for use by the City. All waste materials, rubbish and debris shall be disposed of in accordance with all Federal, State and local codes and regulations.

#### **41. Commercial Refuse Collection**

Per Chapter 58, Division 4 of the City's Code of Ordinances, the City is the exclusive provider for collection and disposal of commercial refuse within the City. Successful Bidder shall comply with the City's regulations addressing commercial refuse.

#### **42. Non-exclusive Agreement**

Bidder agrees and understands that any contract entered into pursuant to this competitive solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

#### **43. Background Checks**

- a. In accordance with Section 38-140 of the City of Deerfield Beach Code of Ordinances, any contracts which require a successful Bidder, subcontractor, to perform work in or on city property, as defined in Section 38-115, that is open to the public, where the successful Bidder or any sub-contractor or employees will perform work or services in close proximity to facilities with minors, the elderly, or persons with special needs of where the services are of a nature which would reasonably warrant background checks.

- b. Criminal background checks shall be conducted through the Florida Department of Law Enforcement's Computerized Criminal History (CCH) database (Level I) or through the National Crime Information Center (NCIC) data base (Level II) as specified and required in this competitive solicitation. The successful Bidder shall, at its expense, obtain a criminal background check for each of its employees having access to city property prior to beginning the work, and depending on the contract's term, on an annual basis thereafter.
- c. The successful Bidder shall ensure a similar background check has been done of its subcontractors' employees who will have access to city property.
- d. The successful Bidder shall, at their expense, be required to submit an affidavit on the form provided with this ITB certifying that background checks shall be completed for all employees who will perform work on city property that is open to the public.
- e. The successful Bidder shall submit such affidavit to the City contract administrator prior to any work being performed.
- f. Successful Bidder or consultant shall maintain such records of the criminal history checks for each person doing work on City property during the contract period and for one year thereafter and shall make such records available for inspection and verification by the City.
- g. If such a check reveals 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, the successful Bidder shall not assign the individual to any work in or on City property that is open the public. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the City's express written authorization.
- h. For all new hires to perform the required services, successful Bidder shall conduct the background checks on the new hire at the time of the hire.
- i. The City reserves the right to approve or disapprove whether the successful Bidder's or consultant's employees perform the services for the City. Disapproval would apply solely to this contract and shall have no bearing on the Bidder's employment of an individual outside of this contract.

#### **44. Excluded Parties from the Competitive Solicitation Process**

- a. Successful Bidder certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the successful Bidder or its

subcontractors are found to have submitted a false certification; or if the successful Bidder, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- b. If this Agreement is for more than one million dollars, the successful Bidder certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the successful Bidder, its affiliates, or its subcontractors are found to have submitted a false certification; or if the successful Bidder, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. The successful Bidder agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this Agreement. d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.
- d. In accordance with City of Deerfield Resolution, the City Manager and appropriate City officials shall review all City contracts and successful Bidders to ensure consistency with all federal sanctions against Russia and confirm the City is not doing business with Russian companies; directing the divestment of investments in Russia and with Russian-related institutions, companies or entities, and individuals; providing for implementation and an effective date.

#### **45. Manner of Performance and Personnel**

- a. The successful Bidder shall perform the Work in a competent and professional manner satisfactory to the Owner in accordance with the terms and conditions of this Agreement. The Owner shall be entitled to satisfactory performance of all Work described herein and to full and prompt cooperation by the successful Bidder in all aspects of the Work. At the request of the City, the successful Bidder shall promptly remove from the Project any successful Bidder employee, subcontractor, or any other person performing Work under the Agreement.
- b. The successful Bidder shall defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any successful Bidder's personnel performing services hereunder at the behest of the City. Removal and replacement of any

successful Bidder's personnel as used in this Article shall not require the termination or demotion of such successful Bidder's personnel.

- c. The successful Bidder shall employ, maintain and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the Contract requirements.
- d. The successful Bidder agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the City, should the City make a determination, in its sole discretion, that said staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- e. The successful Bidder warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Work described herein, in a competent and professional manner. Each employee of successful Bidder shall have and wear proper identification and shall comply with any of City applicable security policies and procedures while performing any Work under this Agreement. Successful Bidder shall require each employee of its subcontractors to have and wear proper identification, and comply with all City applicable security policies and procedures while performing any Work under this contract.
- f. The successful Bidder shall, at all times, cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Work.

#### **46. Indemnification**

The parties agree that one percent (1%) of the total compensation paid to the Successful Bidder for the work of an awarded contract shall constitute specific consideration to the Successful Bidder for the indemnification to be provided under the awarded contract. The Successful Bidder shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Successful Bidder, and other persons employed or utilized by the Successful Bidder in the performance of the awarded contract. The provisions of this section shall survive the expiration or earlier termination of the awarded contract. To the extent considered necessary by contract Administrator and City Manager, any sums due to the Successful Bidder under the awarded contract may be retained by City until all of City's claims for indemnification pursuant to the awarded contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

## **47. Draft Contract**

A draft copy of the Contract is attached to this competitive solicitation and includes the major business concerns for the City. This is the Agreement that will govern the Successful Bidder's performance and shall be executed by the Successful Bidder. All Bidders, by submission of their bids, agree to execute this Agreement, or a substantially similar Agreement, if selected by the City to perform the Work. The final Agreement may not be in the same form as the Draft Agreement.

## **48. Piggybacking**

Successful Bidder may, if it has sufficient capacity or quantities available, and if legally allowed, provide to other government agencies, so requesting, the products or services awarded in accordance with the terms and conditions of this competitive solicitation and the resulting contract.

## **49.E-Verify**

The successful Bidder shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the successful Bidder, the successful Bidder may not be awarded a public contract for a period of one year after the date of termination.

## **50. Debarment**

By submitting a response to this solicitation, Bidder acknowledges that the City has the right to debar or suspend a person in accordance with Section 38-124 of the City Code for the person's:

- a. Material misrepresentation or omission to the City;
- b. Breach of contract with the City;
- c. Felony convictions, convictions of crimes involving moral turpitude, or "public entity crime convictions" of a "person" or an "affiliate" of a person, as defined in Section 287.133, Fla. Stat.;
- d. Failure to comply with the code of silence; or
- e. A finding of violation of the state ethics law or a county or municipal ethics ordinance.

## **51. Responsible Vendor Determination**

Bidder is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of, or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder.

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## SECTION IV - SPECIAL TERMS AND CONDITIONS

To be considered responsible and eligible for contract award, the Bidder must demonstrate that it meets the mandatory minimum qualification requirements as set forth in the ITB and its exhibits and attachments to include, but not limited to the following. The Bidder shall submit documentation and information as required demonstrating compliance with the requirements. The City reserves the right to request additional documentation or to conduct a site visit as a means of determining responsibility.

### 1. Mandatory Minimum Qualifications

- a. Required Licenses and Certifications: Bidder or subcontractor (s) of Bidder, or key personnel of Bidder proposed to perform the Work shall possess all licenses, certifications and credentials to perform the work, and shall provide a copy of such licenses, certifications, and other credentials with Bidder's response.
- b. Experience: Bidder and key personnel of Bidder proposed to perform the Work shall have experience at successfully performing the type of work requested herein.
- c. Capacity: Bidder must have the necessary facilities, ability, and financial resources to provide the service specified herein in a satisfactory manner.
- d. Past Performance: The Bidder must have a history of good performance. The City may make reasonable investigations deemed necessary and proper to determine the ability of the Bidder to perform or provide the services specified herein.

### 2. Draft Contract

A draft copy of the Contract is attached to this competitive solicitation and includes the major business concerns for the City. The City reserves the right to negotiate a final contract with the Offeror being recommended for award. The final contract to be presented to the City Commission for award may include mutually negotiated and agreed upon terms and conditions including but not limited to changes in quantities, prices, scope of services, or other contract provisions. However, the final Contract shall substantially comply with and be consistent with the intent of the competitive solicitation and the Offeror's response. The final Contract need not be in the same form as the draft contract.

### 3. Non-Exclusive Contract

Offeror agrees and understands that any contract entered into pursuant to this competitive solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

**4. Delivery**

**(a)** All items shall be delivered FOB destination to a specified City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the contract.

**(b)** Deliveries shall be made within ten (10) calendar days after receipt of an order. In the event delivery cannot be made within ten (10) calendar days, the contractor shall immediately notify the ordering department. The City, in its sole discretion, may accept the delivery date, or cancel the order in part or in its entirety. The City of Deerfield Beach reserves the right to terminate the contract in the event of repeated delays in delivery.

**5. Inventory**

The contractor shall have access to adequate inventory to attain 100% fill rate. A 100% fill rate shall mean that 100% of the high use items will be delivered within seventy-two (72) hours after receipt of order. The City of Deerfield Beach and all other Cooperative Group agencies reserve the right to require proof of access to inventory. The vendor shall immediately notify the ordering department of each respective agency when they are out of stock of product due to circumstances beyond their control, or other supply chain issues effected delivery. The City and all other Cooperative Group agencies reserve the right to procure out of stock items from other sources in these circumstances.

**6. Sample and Demonstrations**

When requested, samples are to be furnished free of charge to the City. If a sample is requested it must be delivered within seven (7) days of the request unless otherwise stated in the bid. Each sample must be marked with the Offeror's name and manufacturer's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the Offeror

**7. Contract Term**

**(a)** Initial and Renewal Options - The initial contract term shall be for three (3) years and shall commence upon final execution of the Contract by the City or as otherwise indicated in the final contract. The City reserves the right to renew the contract for three (3) additional one (1) year renewal 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. The City Manager shall execute any renewal contract.

**(b)** Contract Extension - In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service 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 Proposer shall

be compensated for the service at the rate in effect when this extension clause is invoked by the City.

**8. Price**

**(a)** Offeror shall quote a firm, fixed price for the items listed in the “Bid Line Items” tab. Prices shall include all costs associated with the products and services being solicited including labor, equipment, supplies, management, travel, etc.

**(b)** Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, unit amounts shall govern. Discrepancies in the multiplication of units will be resolved in favor of the Unit Costs. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. In the event such discrepancy is discovered by either party after the competitive solicitation closes, Offeror understands and accepts that no correction(s) shall be made, and the prices offered shall remain firm.

**(c)** All applicable discounts shall be extended to City and shall be part of the prices offered. Offeror may bid only one (1) discount for each Line Item. Chain discounts are not acceptable and will not be considered in determining an award.

**(d)** Offeror warrants by virtue of submitting a response that prices will be firm for acceptance for a period of Ninety (90) calendar days from the date of solicitation closing, unless otherwise agreed to by both parties.

**9. Price Adjustments**

**(a)** If during the contract the contract period, the City is able to purchase the products specified herein on the open market at prices less than the contract price, the contractor shall meet these prices or the City may rebid the products and services.

**(b)** Percentage discounts for all products and services purchased resulting from this competitive solicitation process shall remain firm for the initial contract term. Prices for subsequent optional renewal terms shall be subject to an adjustment only if increases in the industry occur. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract term then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the expiration of the current contract term. Any approved cost adjustment shall become effective on the first date of the renewal term.

(c) In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in prices that reflect the cost change in the CPI or industry.

(d) The City has the right to refuse to accept a requested price increase or decrease if it is not properly documented, submitted less than ninety (90) days from the contract expiration date, or considered by the City to be excessive or insufficient. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be terminated for convenience.

**10. Reporting Requirements**

The Contractor (s) shall furnish to the Lead Agency a detailed Summary of Sales report on a semi-annually basis during the contract period. The Summary of Sales report shall include the following information: contractor's name, contract name and number, the total dollar sales volume for each group during the reporting period for each participating agency. The report may be provided in greater detail, but no less than the requirement stated

**11. Invoices and Payments**

(a) Each Agency's invoice and payment, requirements and processes vary. Each Agency has specific requirements that must be met. The vendor shall insure that all invoices clearly state the purchase order number, date of delivery, delivery location, item description, quantity, list price, percentage discount per the contract, contract price, total price, and other requirements required by individual agencies.

(b) The Contractor and the City shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80

**12. Safety**

(a) The Successful Offeror shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Successful Offeror shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.

(b) The Successful Offeror shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:

(i) All employees on the work site and all other persons who may be affected thereby.

(ii) The work and all materials and equipment incorporated therein.

(iii) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the work.

(c) Occupational Health and Safety - In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

(i) The chemical name and the common name of the toxic substance.

(ii) The hazards or other risks in the use of the toxic substance, including:

(1) The potential for fire, explosion, corrosivity and reactivity;

(2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

(3) The primary routes of entry and symptoms of overexposure.

(i) The proper precautions, handling practices, necessary personal protection equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.

(ii) The emergency procedure for spills, fire, disposal and first aid.

(iii) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

(iv) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information

### **13. Taxes**

The Offeror shall include in its bid price and pay all State and local sales consumer and use taxes.

### **14. Waiver of Ownership Proposals**

The Bidder's response to this ITB becomes the property of the City. All documents, including but not limited to, detailed reports, studies, plans, drawings, photographs, specifications, and all other data furnished by the Bidder in response to this ITB shall become the property of the City.

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## SECTION V - INSURANCE REQUIREMENTS

The Bidder's response shall include evidence of insurability meeting the insurance requirements stated herein. The Successful Bidder shall not commence the Work or otherwise perform the Work as required by the resulting contract until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the City. The Successful Bidder shall assume full responsibility and expense to obtain all necessary insurance.

### 1. General

- a. Successful Bidder shall furnish to the Procurement and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after notification of award of the contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the contract (Solicitation Title and Number), and state that such insurance is as required by this contract. successful Bidder's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the contract.
- b. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. successful Bidder shall pay all deductible amounts, if any. successful Bidder shall specifically protect City by naming the City and its elected officials, officers, employees, and agents as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.
- c. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of successful Bidder is complete including all renewal terms. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the Work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- d. City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If successful Bidder uses a subcontractor, successful Bidder shall ensure that subcontractor names City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

## 2. Coverages

Successful Bidder shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this contract the following insurance as indicated with X's:

- Commercial Liability Insurance** - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate.

Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent successful Bidders, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific contract including any hold harmless and/or indemnification contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

- Business Automobile Liability** - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

- Workers Compensation Insurance** - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.

- Pollution Liability Insurance** - Pollution Liability Insurance for bodily injury, property damage, clean-up costs or corrective action and defense coverage with a limit of no less than \$10,000,000 each incident and a general aggregate limit of no less than \$10,000,000. This insurance shall include coverage for, but not be limited to; sudden and accidental discharges; dispersal; seepage; release or escape of any solid, liquid gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids,

alkalis, toxic chemicals, medical waste and waste material into or upon land or any structure on land, the atmosphere or any watercourse or body of water, including groundwater.

Other

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## SECTION VI - SPECIFICATIONS

### 1. Inventory

The City of Deerfield Beach is actively seeking bids from qualified vendors to provide Sulfuric Acid 93% (H<sub>2</sub>SO<sub>4</sub>) in bulk, delivered on an as-needed basis to the Water Treatment Plant Operations, 290 Goolsby Blvd, Deerfield Beach, FL 33442 and other participating SE Florida Governmental Purchasing Cooperative Group agencies as stated in this ITB. The City of Deerfield Beach is acting as the lead agency for the Cooperative as stated in this ITB. The City of Deerfield Beach is acting as the lead agency for the Cooperative Group for this bid. This will be a term contract.

### 2. Specifications

(a) Sulfuric Acid will (H<sub>2</sub>SO<sub>4</sub>) will be used by the City's Water Treatment Plant to produce drinking water, and all products bid must be authorized for such use by the City.

(b) This product is for use in the Water Treatment Plant's (membrane filtration system).

(c) Technical Grade: 93.19% minimum 66-degree Baume.

(d) Total iron content shall not exceed twenty-five parts per million (25ppm)

### 3. Certification and Testing

(a) The Sulfuric Acid supplied shall be listed by the National Sanitation Foundation (NSF) as being in full compliance with NSF/ANSI Standard 60 for Drinking Water Treatment Chemicals – Health Effects. The Contractor shall submit with their Response Attachments proof of certification that the product offered conforms to NSF/ANSI Standard 60.

(b) The City reserves the right during the contract period to determine by independent test if the product supplied by the Successful Offeror meets the specifications herein. If test meets the specifications, then cost of the test shall be paid for by the City. If the test does not meet the specifications, then cost of the test shall be paid for by the Successful Offeror. In addition, the facilities of the Florida State Department of Agriculture testing laboratories may be used for any referee testing.

(c) Offerors shall submit with their Response Attachments 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 with applicable Material Safety Data Sheet (MSDS), and proof that the product bid has been approved by applicable Federal agencies for use in drinking water. Reference Exhibit A – Material Data Sheet (MSDS) for the current product used by the City.

#### **4. Standardization / Variances**

The City intends to purchase a product as specified and contained herein. In no way does the City of Deerfield Beach intend to limit competition to one bidder. State any and all variances clearly in writing. Wherever in these contract documents a particular brand, make of material, manufactured article, device or equipment is shown or specified, such brand, make of material, manufactured article, device or equipment should be regarded as the standard.

#### **5. Delivery**

**(a)** The Contractor shall be notified by email, telephone, or facsimile for requested deliveries and shall make deliveries within seventy-two (72) hours of the request or as otherwise specified by the Bidder on the Bid Schedule. Deliveries shall be made in 25-ton increments. All deliveries shall be made on weekdays, excluding holidays observed by the City, between the hours of 8:00 a.m. and 2:00 p.m. The City of Deerfield Beach reserves the right to terminate the contract in the event the delay in delivery is deemed unacceptable.

**(b)** The Contractor shall ensure that the product is delivered in clean containers/tanks and is free of contamination. If the stock is contaminated, the Contractor shall be liable for all cost associated with disposal of contaminated material, cleanup of storage facilities and full replacement of product at the Contractor's expense. The city reserves the right to reject any delivery that has been contaminated or does not conform to product specifications.

**(c)** The transfer of product from the delivery to the City's storage tanks shall be the sole responsibility of the Contractor. The Contractor shall be responsible for all health, safety, and costs associated with the transport and delivery of the product, to include but not limited to chemical spills and related cleanups.

**(d)** The fill lines to the City's storage tanks are equipped with a 2-inch, male, quick-connect coupling. In order to protect the acid tank fill line, transfer of acid must be performed at low pressure (25-30 psi).

#### **6. Substitutions**

**(a)** The City shall not accept substitute shipments of any kind. Contractor shall furnish the product specified in the bid once awarded. Any substitution of material will require prior written approval by the City of Deerfield Beach. Any substitute shipments that have not received the prior written approval of the City shall not be accepted and shall be returned at the expense of the Contractor.

**(b)** If a bid item is discontinued by the manufacturer during the period of award and the bid item is not available from within the vendors or manufacturers inventory, then the vendor shall advise the Purchasing Departments of all agencies, in writing, of non-availability of the bid item and shall include complete descriptive, technical literature on

the item offered to replace the discontinued bid item and, upon written approval, shall furnish the replacement item at the same firm price offered for the original bid item or at a lower price during the remainder of the period of award. Samples of replacement items, if requested, must be supplied for evaluation by the appropriate City staff. The City of Deerfield Beach shall not be held liable for any damages incurred to equipment during evaluation.

**7. Samples and Demonstrations**

When requested, samples are to be furnished free of charge to the City. If a sample is requested, it must be delivered within seven (7) days of the request, unless otherwise stated in the bid. Each sample must be marked with the Offeror's name and manufacturer's brand name. The City will not be responsible for returning samples. The city may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the Offeror.

**8. Reporting Requirements**

The Contractor(s) shall furnish to the City of Deerfield Beach, acting as lead agency for the Cooperative Group agencies, a detailed Summary of Sales report on a semi-annually basis during the contract period. The Summary of Sales report shall include the following information:

- Contractor's name
- Contact name and
- Tonnage for each participating Cooperative Group agency
- Total dollar sales volume for each participating Cooperative Group agency

The report may be provided in greater detail, but no less than the requirement stated herein.

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June 12, 2025

**NOTICE OF INTENT TO AWARD  
A CONTRACT FOR  
25-016 SULFURIC ACID 98% FOR WATER TREATMENT PLANT  
TO  
SHRIEVE CHEMICAL COMPANY, LLC. AND INTERACID NORTH AMERICA, INC.**

Please be advised that the City of Deerfield Beach staff has reviewed the responsive and responsible bids received and concluded that the responsive and responsible offer was submitted by Shrieve Chemical Company, LLC., and Interacid North America, Inc. Therefore, staff is recommending award of the subject contract to two (2) contractors as followed: primary: Shrieve Chemical Company, LLC.; secondary: Interacid North America, Inc. The recommendation is scheduled to be presented to the City Commission at the July 8, 2025 City Commission meeting, but is subject to change.

Please be advised that a cone of silence is still in effect until the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive method, or takes other action which ends the sealed competitive method process pursuant to Section 38-127 of the City Procurement Code. Should you have any questions please contact the Procurement and Contract Administration Division at 954-250-4039. We appreciate the time and effort put forth by all those who responded to this solicitation and hope you continue to show interest in City of Deerfield Beach projects.

Best Regards,

Eddyson Etienne  
Senior Buyer



## ITB 25-016

### Interacid North America, Inc. Supplier Response

#### Event Information

Number: ITB 25-016  
Title: Sulfuric Acid 93% for Water Treatment Plant Operations  
Type: Invitation to Bid  
Issue Date: 4/18/2025  
Deadline: 5/14/2025 02:00 PM (ET)  
Notes: The City of Deerfield Beach is soliciting sealed responses from qualified vendors to submit bids to provide the City and participating members of the Southeast Governmental Cooperative Agency Group with 93% Sulfuric Acid for use in water utility operations, in accordance with the terms, conditions, scope of work for the above-mentioned Invitation to Bid (ITB).

**The City will not Hold an Pre-Bid Conference.**

**Questions and Answers:** The City provides a specified time for Vendors to ask questions and seek clarification regarding the

requirements of the solicitation. All questions or clarification inquiries must be submitted through eProcurement Marketplace by the date and time referenced in the solicitation document (including any addenda). The City will respond to all questions via eProcurement.

**Licensing Requirements:** The Vendor must possess Florida business license or current certificate of competency issued by Broward County Examining Board having jurisdiction over licensing of Contractors in the type of work involved in this contract. Refer to Qualification of Bidders for additional information.

The City of Deerfield Beach is exempt from Federal and State Taxes for tangible personal property tax.

The City of Deerfield Beach reserves the right to accept or reject any or all Bids, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.

Bids will be accepted through a secure mailbox at eProcurement (<https://deerfield-beach.ionwave.net/HomePage.aspx>) until the Deadline for Submission as indicated in this ITB. Late Bids will not be accepted. The City will only accept electronic bids for this ITB.

## Contact Information

Contact: Eddyson Etienne

Address: Procurement and Contract Administration Division

A

2nd

City of Deerfield Beach

401 SW 4th Street

Deerfield Beach, FL 33441

Email: [Eetienne@deerfield-beach.com](mailto:Eetienne@deerfield-beach.com)

**Interacid North America, Inc. Information**

Contact: Brent Shonka  
 Address: 10210 Highland Manor Dr.  
 Suite 140  
 Tampa, FL 33610  
 Phone: (813) 225-2000  
 Fax: (813) 225-1001  
 Toll Free: (800) 633-1358  
 Email: contract@interacidna.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Brent Shonka

*Signature*

Submitted at 5/14/2025 10:29:00 AM (ET)

contract@interacidna.com

*Email*

**Supplier Note**

Price quoted is for single point delivery, with one hour free unloading time followed by detention billed at \$31.25 per quarter hour thereafter. If tractor air is required, a \$35.00 charge will be applied. If a load is required to be split into different tanks a \$125.00 split load fee would apply. Holiday deliveries are \$275.00 per load. (Holidays: New Years Day, Easter, Independence Day, Thanksgiving, Christmas Eve and Christmas Day) In the event that tariffs or other trade duties are imposed by any governmental authority that directly affect the cost of the Services, a separate line item identifying the cost will be applied to the invoice. Proof of payment of the tariff by the Contractor will be supplied.

**Requested Attachments****Certified Business Entity (CBE) Certification**

CBE Certification Statement.pdf

If claiming CBE pursuant to the City Disadvantaged Business Enterprise Program, attach a copy of your firm's CBE Certification or your identified subcontractor's CBE Certification. For more information reference the solicitation General Terms and Conditions.

**Proof of Insurability**

CityofDeerfieldBeach\_W38696385.pdf

Attach proof of insurability meeting the minimum insurance requirements stated in the ITBC. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) or a letter from Bidder's insurer certifying that Bidder has the capacity and capability to obtain the required insurance.

**Participation from Disadvantage Business Entity(s)**

Disadvantage Statement.pdf

If applicable, attach a list each DBE(s), CBE(s) or SBE(s), proposed for work on this project. Include the type of work each will perform and the projected dollar amount and/or percentage of the work to be assigned to each.

**Experience**

Experience.pdf

Attach a description of Bidder's experience and background in the type of work detailed in this ITBC that includes resumes of key individuals and staff who will be assigned to the work that indicates their experience and background in the type of work they will be assigned.

**Copies of Applicable Licenses and Certifications**

2025 NSF.pdf

As is applicable, attach copies of all licenses and/or certifications that Bidder and its personnel are required by law to possess to perform work on the project as well as any other licenses or certifications relative to the work.

**Business Tax Receipt**

ITNA City of Tampa Business Tax Receipt 2025.pdf

Attach a copy of Bidder's most recent business tax receipt from the jurisdiction of Bidder's principal place of business, regardless of location.

**W-9 Form**

ITNA W9.pdf

Submit a copy of your firms W-9 Form.

**Statement - Individuals with Legal Authority to Bind**

With Signature InteracidNA Written Consent for-Delegation of Authority-GM.pdf

If applicable, upload the statement of individuals with legal authority to bind Bidder.

**Florida Division Of Corporations Registration**

ITNA Sunbiz 2025.pdf

Upload a copy of Bidder's current, registration with the Florida Division of Corporations that indicates the registration is 'Active'. If a vendor is located out of state, they can register as a foreign corporation via <https://dos.fl.gov/sunbiz/forms/corporations/#foreigncorp>. All firms must have an 'Active' registration prior to the bid submittal deadline.

**Qualifying Agent Documentation**

Qualifying Agent .pdf

Upload a copy of Bidder's Qualifying Agent's registration or certification along with supporting documentation confirming Qualifying Agent has been the Qualifying Agent for Bidder for three years.

**Conflicts of Interests**

Conflicts of Interest.pdf

If applicable, upload details regarding any potential for conflicts of interests.

**Ethics Code Disclosure**

Ethics Code Disclosure statement .pdf

If applicable, Upload all required documentation as identified in Attachment D, Minimum Qualifications - Section 9.

**Attachment A - Supplier Performance Verification Form**

Supplier Performance Attachment.pdf

Upload a completed and fully executed Attachment A

**Attachment B - E-Verify Compliance Verification Form**

Everify Compliance.pdf

Upload a completed and fully executed Attachment B

**Attachment C - Background Check Affidavit**

Attachment C Background Checks.pdf

Upload a completed and fully executed Attachment C

**Attachment D - Public-Entity-Crime-Statement**

Attachment D Public Entity.pdf

Upload a completed and fully executed Attachment D

**Attachment E - Non-coercion Affidavit for Human Trafficking**

Attachment E Affidavit Attesting Noncoercive Conduct.pdf

Upload a completed and fully executed Attachment E

**Attachment F - Statement of Compliance Byrd Anti-Lobbying**

Attachmnet F Anti-Lobbying.pdf

Upload a completed and fully executed Attachment F

**Attachment G - Minimum Qualf & Requirements**

Attachment G - Minimum Qualf & Requirements.pdf

Upload a completed and fully executed Attachment G

**Attachment H - BIDDER QUESTIONNAIRE**

Attachment H - BIDDER QUESTIONNAIRE.pdf

Upload a completed and fully executed Attachment H

**Attachment I - BID SIGNATURE FORM**

Attachment I Bid Signature Form.pdf

Upload a completed and fully executed Attachment I

## Response Attachments

### Interacid North America, Inc. GHS SDS.pdf

SDS

### 2025 NSF.pdf

NSF Registration - still updating to our new name.

### COA\_SATCO\_TANK 5 4-2025.pdf

93% COA as of April 2025. Our new name was not updated at the time this COA was written. FKA SATCO

## Bid Attributes

<b>1</b>	<p><b>BIDDER INSTRUCTIONS</b></p> <p>The City deems certain documentation and information important in the determination of responsive and responsible and for the purpose of evaluating responses. 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. Bidder shall submit the information and/or documentation requested that meets the Attributes. Failure to do so may result in the Bid response being deemed non-responsible, non-responsive and not considered for award.</p>
<b>2</b>	<p><b>Drug-Free Workplace Programs</b></p> <p>Bidder is claiming it has implemented a drug-free workplace in accordance with Florida Statutes 287.087 as defined below:</p> <p>Bidder hereby affirms that their business does:</p> <p>(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.</p> <p><input type="text" value="Yes"/></p>
<b>3</b>	<p><b>Contract Indemnification</b></p> <p>The parties agree that one percent (1%) of the total compensation paid by Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. Contractor shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.</p> <p><input checked="" type="checkbox"/> I Affirm</p>

**4 Non-Collusive Affirmation**

1. Bidder is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation;
2. Bidder is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response;
3. Bidder affirms its response is genuine and is not a collusive or sham response;
4. Bidder affirms that neither the Bidder nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmitant, 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. Bidder affirms 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 affirmitant.

I Affirm

**5 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.

I Affirm

**6 Local Vendor Affirmation**

Bidder shall affirm if 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.

Bidder must include its local business Tax Receipt in the "Response Attachments" tab if making this claim.

I am not a local vendor.

**7 Certified Business Entity Affirmation**

If Bidder is claiming CBE certification, Bidder must affirm at least 50% of the work to be performed is performed by a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Bidder 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.

NOTE: If making this claim, Bidder shall include in the "Response Attachments" tab the CBE certification documentation for each CBE named. Reference the ITB, Section III, General Terms and Conditions, Item 20 for more details on CBE certification.

I am not a Disadvantaged Business Entity

**8 Verification of Employment Status**

Bidder affirms and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment status of:

a. all persons employed by Offeror who will perform employment duties within Florida during the term of the Contract if awarded, and;

b. all persons (including subcontractors) who will be assigned by Offeror to perform work pursuant to the Contract. Bidder further acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System shall be a condition of the Contract.

I Affirm

**9 Individuals with legal authority to contract**

Based upon Bidder's business structure, in this section include the name and title of each officer, principal, partner, member, or individual (if sole proprietor or partnership) within Bidder's organization, with the legal authority to contractually bind the business.

NOTE: If Bidder's response is being submitted by anyone other than those listed, provide evidence of delegated authority on Bidder's company letterhead, signed by one of the individuals listed above and include in Bidder's Response Attachments.

Brent Shonka, President and Christopher Clark, Treasurer

**10 Former Business Names**

Under what other former names has Bidder's organization or officer, principal, partner, member, or individual (if sole proprietor or partnership) holding at least 30% interest in Bidder's business operated?

Sulphuric Acid Trading Company, Inc. (SATCO)

**11 Use of Subcontractors**

Will Bidder be using any subcontractors to complete any portions of the work?

Yes

**12 List of Subcontractors**

If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program. If no, enter N/A.

KC Industries, LLC - Hazardous chemical transportation company. They will deliver the acid to the facilities. N/A on CBE.

**13 Default and Non-Performance History**

Has Bidder, in the past 7 years, been found in default of a contract, failed to complete any work awarded to Bidder, or otherwise been notified of issues of non-performance by a party to any contract with Bidder? If yes, provide details.

No

**14 Criminal Litigation History**

Does Bidder or any of its 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?

No

1 5	<p><b>Litigation, Arbitration, and Claims or Liens against Bonds</b></p> <p>As a prerequisite for qualification, the following shall apply:</p> <p>a) Bidder shall not be involved in current/pending or past litigation/arbitration during the last five (5) years, which, can potentially have a material negative impact on its ability to execute this project;</p> <p>b) Bidder shall not display an undesirable pattern of litigation with owners over construction matters;</p> <p>c) Bidder shall not have had a claim against its bonding company in the last five (5) years wherein the bonding company was required to take over and complete the project or pay outstanding liens on the project.</p> <p>Provide an explanation if Bidder does not meet any of these litigation, arbitration, claims or liens requirements.</p> <div style="border: 1px solid black; padding: 2px;">N/A</div>
--------	---

1 6	<p><b>Conflicts of Interests</b></p> <p>Bidder 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 Bidders 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 for your business.</p> <p>Bidder, including any principal, officer, agent, or proposed subcontractor, shall not have a record of any conflicts of interest that have not been waived by the City Commission</p> <p>NOTE: If Bidder confirms it has potential conflicts, <b>Bidder must submit details regarding any potential conflicts of interests in the "Response Attachment" tab.</b></p> <p><b>If yes, give City officer(s), employee or attorney(s)'s names(s) and position(s).</b></p> <p><input checked="" type="checkbox"/> Bidder has read Florida Statute 112.313</p> <p><input checked="" type="checkbox"/> Bidder affirms that it does not have conflicts</p> <p><input type="checkbox"/> Bidder confirms it has potential conflicts</p>
--------	---

1 7	<p><b>Attachment A – References &amp; Vendor Performance Reference Verification Survey Form</b></p> <p>Bidder shall submit Vendor Performance Reference Verification Survey Forms completed by five references with its Response Attachments.</p> <p><input checked="" type="checkbox"/> I Affirm</p>
--------	---

1 8	<p><b>Attachment C - Background Check Affidavit</b></p> <p>Bidder affirms to conduct background checks in accordance to the City's Background Check Affidavit (Attachment C), if awarded the contract.</p> <p><input checked="" type="checkbox"/> I Affirm</p>
--------	--

**Bid Lines**

1	<p>Sulfuric Acid 93% for Water Treatment Plant Operations as per bid documents.</p> <p>Quantity: <u>15606</u> UOM: <u>ton</u> Unit Price: <span style="border: 1px solid black; padding: 2px;">\$285.00</span> Total: <span style="border: 1px solid black; padding: 2px;">\$4,447,710.00</span></p> <p>Item Notes: Quantity is estimated and based on previous annual usage for all Co-Op Agencies listed under the Attachments Tab, Exhibit I -Co-op Participating Agencies</p> <p>Supplier Notes: Price quoted is for single point delivery, with one hour free unloading time followed by detention billed at \$31.25 per quarter hour thereafter. If tractor air is required, a \$35.00 charge will be applied. If a load is required to be split into different tanks a \$125.00 split load fee would apply. Holiday deliveries are \$275.00 per load. (Holidays: New Years Day, Easter, Independence Day, Thanksgiving, Christmas Eve and Christmas Day) In the event that tariffs or other trade duties are imposed by any governmental authority that directly affect the cost of the Services, a separate line item identifying the cost will be applied to the invoice. Proof of payment of the tariff by the Contractor will be supplied.</p>
---	---

**Item Attributes**

**1. Product Offered and Manufacturer Name.**

NSF Certified, 93% Sulfuric Acid. Interacid North America, Inc. Tampa Terminal

**2. Percentage H2SO4.**

93.87%

**3. Minimum Percentage of Sulfuric Acid.**

93.2%

**4. Average Percentage of Sulfuric Acid.**

93.6%

**5. Specific Gravity at 60 degrees Fahrenheit.**

1.8358

**6. Product Weight (pounds per gallon).**

15.31

**7. Iron as Fe (ppm).**

6

**8. Minimum Order Requirement in Tons.**

24

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

2

**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 Contract).

Producer Price Index

**11. State telephopne number for placement of orders.**

(813) 225-2000

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

kbain@interacidna.com

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

(813) 225-2000

**Response Total: \$4,447,710.00**



**ITB 25-016**

**RE: Ethics Code Disclosure**

Not applicable for Interacid North America, Inc.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation  
INTERACID NORTH AMERICA, INC

### Filing Information

<b>Document Number</b>	P97000008780
<b>FEI/EIN Number</b>	59-3424337
<b>Date Filed</b>	01/29/1997
<b>Effective Date</b>	01/22/1997
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	NAME CHANGE AMENDMENT
<b>Event Date Filed</b>	03/28/2025
<b>Event Effective Date</b>	NONE

### Principal Address

10210 Highland Manor Drive  
Suite 140  
TAMPA, FL 33610

Changed: 04/01/2025

### Mailing Address

10210 Highland Manor Drive  
Suite 140  
TAMPA, FL 33610

Changed: 04/01/2025

### Registered Agent Name & Address

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

Name Changed: 03/30/2016

Address Changed: 03/30/2016

### Officer/Director Detail

#### **Name & Address**

Title President, Secretary

SHONKA, BRENT R  
 10210 Highland Manor Drive  
 Suite 140  
 TAMPA, FL 33610

Title Director

Sato, Masaya R  
 10210 Highland Manor Drive  
 Suite 140  
 TAMPA, FL 33610

Title Treasurer

Clark, Christopher R  
 10210 Highland Manor Drive  
 Suite 140  
 TAMPA, FL 33610

Title Director

Tani, Masataka R  
 10210 Highland Manor Drive  
 Suite 140  
 TAMPA, FL 33610

**Annual Reports**

Report Year	Filed Date
2024	02/08/2024
2025	03/28/2025
2025	04/01/2025

**Document Images**

<a href="#">04/01/2025 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/28/2025 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/28/2025 -- Merger</a>	<a href="#">View image in PDF format</a>
<a href="#">03/28/2025 -- Name Change</a>	<a href="#">View image in PDF format</a>
<a href="#">07/24/2024 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/08/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/20/2023 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/18/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/19/2022 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/31/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/05/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/13/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/28/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/12/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

<a href="#">07/19/2017 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">06/12/2017 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/05/2017 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">06/06/2016 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/30/2016 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/14/2015 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/21/2014 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">11/08/2013 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">09/05/2013 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">08/01/2013 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/11/2013 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/06/2013 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/30/2012 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/28/2011 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">12/14/2010 -- Amendment</a>	View image in PDF format
<a href="#">03/01/2010 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">12/04/2009 -- Amendment</a>	View image in PDF format
<a href="#">04/27/2009 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/11/2008 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/14/2007 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/31/2006 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/25/2005 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/31/2004 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/17/2003 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">06/25/2002 -- Amendment</a>	View image in PDF format
<a href="#">04/02/2002 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/26/2001 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">10/03/2000 -- Amendment</a>	View image in PDF format
<a href="#">02/04/2000 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/24/1999 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/28/1998 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/29/1997 -- Domestic Profit Articles</a>	View image in PDF format



ITBC No. 25-016

Bidder's Name: Interacid North America, Inc. (fka Sulphuric Acid Trading Company, Inc.)

### SUPPLIER PERFORMANCE VERIFICATION FORM

Bidder must attach a completed Supplier Performance Verification form for each reference in the Response Attachments tab in eProcurement Marketplace.

Reference Entity Name: Seacoast Utility Authority

Reference Contact: Jessica Decker

Contact E-mail: jdecker@sua.com

Contact Phone #: (561)627-2900

Rate your experience with the above referenced supplier. Use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

- 1. Rate the level of commitment of the Contractor when performing the services. 3
- 2. Rate the competency and accessibility of the personnel performing the services. 3
- 3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
- 4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
- 5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
- 6. Rate the Contractor's ability to perform work promptly or within the time specified, without delay. 3
- 7. Rate the accuracy, completeness and proper documentation of invoices. 3
- 8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 3
- 9. Rate the overall quality of performance of the Contractor. 3

Additional comments (optional):

We have worked with Interacid NA (formerly SATCO) for many years. The customer service that Kaie Bain provides is second to none!

Always responsive and attentive to our needs. All around a great company to work with.

Reference Printed Name: Jessica Decker Title: Sr. Procurement Specialist  
(Person completing survey)

Signature: Jessica Decker Date: 5/10/2025  
(Person completing survey)

\*\*\*\*\*THIS SECTION FOR CITY USE ONLY\*\*\*\*\*

Reference Verified by City Employee: \_\_\_\_\_ Date: \_\_\_\_\_



ITBC No. 25-016

Bidder's Name: Interacid North America, Inc. (fka Sulphuric Acid Trading Company, Inc.)

### SUPPLIER PERFORMANCE VERIFICATION FORM

Bidder must attach a completed Supplier Performance Verification form for each reference in the Response Attachments tab in eProcurement Marketplace.

Reference Entity Name: Tampa Bay Water

Reference Contact: Brian Borden

Contact E-mail: brian.borden@veolia.com

Contact Phone #: (813)205-9231

Rate your experience with the above referenced supplier. Use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

- 1. Rate the level of commitment of the Contractor when performing the services. 3
- 2. Rate the competency and accessibility of the personnel performing the services. 3
- 3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
- 4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
- 5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
- 6. Rate the Contractor's ability to perform work promptly or within the time specified, without delay. 3
- 7. Rate the accuracy, completeness and proper documentation of invoices. 3
- 8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 3
- 9. Rate the overall quality of performance of the Contractor. 3

Additional comments (optional):

Katie and crew have been one of the most attentive and responsive vendors that I have used over the years. Very flexible with ordering and any last minute changes.

Reference Printed Name: Brian Borden Title: Chemical Lead Operator  
(Person completing survey)

Signature: B. Borden Date: 5-7-25  
(Person completing survey)

\*\*\*\*\*THIS SECTION FOR CITY USE ONLY\*\*\*\*\*

Reference Verified by City Employee: \_\_\_\_\_ Date: \_\_\_\_\_



ITBC No. 25-016

Bidder's Name: Interacid North America, Inc. (fka Sulphuric Acid Trading Company, Inc.)

### SUPPLIER PERFORMANCE VERIFICATION FORM

Bidder must attach a completed Supplier Performance Verification form for each reference in the Response Attachments tab in eProcurement Marketplace.

Reference Entity Name: City of Port St. Lucie

Reference Contact: Dan Burdett

Contact E-mail: DBurdett@cityofpsl.com

Contact Phone #: (772)873-6474

Rate your experience with the above referenced supplier. Use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

- 1. Rate the level of commitment of the Contractor when performing the services. 3
- 2. Rate the competency and accessibility of the personnel performing the services. 3
- 3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
- 4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
- 5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
- 6. Rate the Contractor's ability to perform work promptly or within the time specified, without delay. 3
- 7. Rate the accuracy, completeness and proper documentation of invoices. 3
- 8. Rate the completion, satisfaction and the quality of work performed by the Contractor. 3
- 9. Rate the overall quality of performance of the Contractor. 3

Additional comments (optional):

GREAT COMPANY! WE HAVE BEEN USING THEM FOR A LONG TIME.

Reference Printed Name: DAN BURDETT Title: Acting WTP Superintendent  
(Person completing survey)

Signature: [Handwritten Signature] Date: 5/7/2025  
(Person completing survey)

\*\*\*\*\*THIS SECTION FOR CITY USE ONLY\*\*\*\*\*

Reference Verified by City Employee: \_\_\_\_\_ Date: \_\_\_\_\_



## E-VERIFY COMPLIANCE VERIFICATION FORM

**Solicitation No:** ITBC No. 25-016

**Solicitation Title:** Sulfuric Acid 93% for Water Treatment Plant Operations

**Bidder Name:** Interacid North America, Inc. ("Contractor")

Contractor and any sub-contractors shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the resulting Contract/Purchase Order, if awarded. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) All persons employed by Contractor to perform duties within Florida during the term of the contract; and
- (b) All persons (including SUBCONTRACTORS/SUBVENDORS) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract/agreement is a condition of the contract with the City of Deerfield Beach.

By executing this form, I, Brent Shonka, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

**Authorized Signature:** *Brent Shonka* **Date:** May 12, 2025

**Print Name:** Brent Shonka **Title:** General Manager

STATE OF Florida

COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 12th day of May, 2025 (year) by Brent Shonka (name of person making the statement) as General Mgr (title) of Interacid N.A., Inc. (company name), on behalf of Interacid N.A., Inc. (company name), who  is personally known to me or  has provided N/A as identification.

NOTARY'S SEAL:



*Kathryn Bain*  
NOTARY PUBLIC, STATE OF FLORIDA

Kathryn Bain  
(Name of Acknowledger Taped, Printed or Stamped)

HH236647  
Commission Number

**ATTACHMENT "C", BACKGROUND CHECK AFFIDAVIT**

RFP/RSQ No. \_\_\_\_\_

STATE OF FLORIDA ( ) SS.  
COUNTY OF ( Hillsborough )

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of 18 and am a resident of the State of Florida.
2. I am the General Manager (title) of Interacid North America, Inc. and I certify that I have the authority to make the representations set forth within this Affidavit.
3. Interacid North America, Inc. intends to enter into a contract with the City of Deerfield Beach for Sulfuric Acid 93%, ITBC No.25-016
4. The fulfillment of the Background Check as required per the terms and conditions of the Contract have been conducted through:
  - The Florida Department of Law Enforcement's Computerized Criminal History (CCH) database (Level I)
  - National Crime Information Center (NCIC) data base (Level II).
5. All criminal background checks must be conducted prior to any covered individual's initial access to City's property and, depending on the contract's term, on an annual basis thereafter.
6. I hereby certify that in accordance with requirements of Section 38-140 of the City of Deerfield Beach Code of Ordinances, background checks have been completed for all person employed by or under contract with the contractor, subcontractor, consultant or sub-consultant who is doing the work in or on city property and certify that no person who has been convicted or who has entered a plea of nolo contendere for any crime set forth within Section 38-140 shall perform work on city property. A list of such employees is set forth on page 3 of 3, attached hereto and made a part hereof.
7. I also certify that I shall maintain records of the criminal history checks for each person doing work on City property during the contract period and for one year thereafter and shall make such records available for inspection and verification by City.

City of Deerfield Beach

Executed this 12th day of May, 2025.

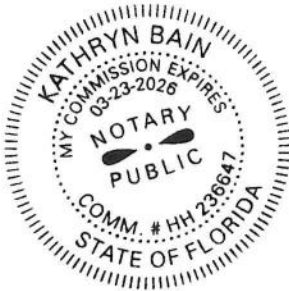
By   
(Signature)

By Brent Shonka, General Manager  
(Printed Name and Title)

The foregoing was acknowledged before me this 12th day of May, 2025,  
by Brent Shonka who is personally known to me or who has produced  
N/A as identification and who did take an oath.

WITNESS my hand and official seal, this 12th day of May, 2025.

(NOTARY SEAL)





(Signature of person taking acknowledgment)

Kathryn Bain

(Name of officer taking acknowledgment)

**typed, printed or stamped**

\_\_\_\_\_  
(Title or rank)

HH236647

(Serial number, if any)

My commission expires: March 23, 2026

ATTACHMENT D, PUBLIC ENTITY CRIMES

IFB No. 25-016

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

- 1. This sworn statement is submitted to City of Deerfield Beach by Brent Shonka, General Manager  
[print individual's name and title]  
for Interacid North America, Inc.  
[print name of Proposer's entity submitting sworn statement]

whose business address is: 10210 Highland Manor Dr., Suite 140, Tampa FL 33610

\_\_\_\_\_ and (if applicable)

its Federal Employer Identification Number (FEIN) is 59-3424337 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
  - (a) I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime; or
  - (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

ATTACHMENT C, PUBLIC ENTITY CRIMES

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


  
\_\_\_\_\_  
Signature of Proposer

Sworn to and subscribed before me this 12th day of May, 2025.

Personally known X OR Produced identification N/A

Notary Public – State of Florida

My commission expires March 23, 2026

  
\_\_\_\_\_  
Notary Signature  
Kathryn Bain



Printed or stamped commission name of notary public)

### Attachment E - Affidavit Attesting to Noncoercive Conduct for Labor or Services

Bidder name: Interacid North America, Inc. (Vendor)

Vendor FEIN: 59-3424337

Address: 10210 Highland Manor Drive, Suite 140

City: Tampa State: FL Zip: 33647

Phone number: (813)225-2000 Email Address: contract@interacidna.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

**Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.**

By:   
Authorized Signature

Printed Name and Title: Brent Shonka, General Manager Date: May 12, 2025

**ATTACHMENT "F"**  
**BYRD ANTI-LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

**To be submitted with each bid or offer exceeding \$100,000.00**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Interacid North America, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.* apply to this certification and disclosure, if any.

  
 \_\_\_\_\_  
 Signature of Contractor's Authorized Official

Brent Shonka, General Manager  
 \_\_\_\_\_  
 Name and Title of Contractor's Authorized Official

Date May 12, 2025

## ATTACHMENT G – MINIMUM QUALIFICATIONS AND REQUIREMENTS

The City deems certain documentation and information important in the determination of responsive and responsible and for the purpose of evaluating responses. Additional documents and information must be provided by the Bidder in response to specific requirements stated herein or within the ITB.

### SECTION I MINIMUM QUALIFICATIONS

Bidder shall submit the information and/or documentation requested that confirms Bidder meets the minimum qualification. Failure to do so may result in the Bid being deemed non-responsive or non-responsible and not considered for award. As applicable, the City will verify the information provided.

#### 1. Experience

Bidder must have been in the business of providing goods/services similar to those in this ITB for a minimum of two years.

**Provide the following information for three client references who can verify Bidder has experience in providing the goods/services similar to those in this ITB and who are agreeable to responding to the City’s inquiry regarding this minimum qualification.**

**Client Name** Tampa Bay Water

**Client contact name** Brian Borden

**Contact phone number** (813)205-9231

**Contact email address** brian.borden@veolia.com

**Client Name** City of Port St. Lucie

**Client contact name** Dan Burdett

**Contact phone number** DBurdette@cityofpsl.com

**Contact email address** (772)873-6474

**Client Name** Seacoast Utility Authority

**Client contact name** Jessica Decker

**Contact phone number** (561)627-2900

**Contact email address** jdecker@sua.com

#### 2. Contract Performance

Bidder has not, within the prior five (5) years, had a history of non-performance.

Bidder Interacid North America, Inc.

By checking this box, Bidder affirms that it has not, within the prior five years, had a history of non-performance.

**3. City Contract Performance**

Bidder, including any principal, officer, agent, or proposed subcontractor of Bidder, shall not have failed to perform faithfully on any previous contract with the City.

By checking this box, Bidder affirms that it has not failed to perform on any previous contract with the City.

**4. Equipment**

Bidder must possess all equipment required for the provision of work.

**Provide a list of the primary equipment to be utilized for the provision of goods/services in accordance with the requirements of this solicitation:**

Liquid bulk supply of 93% sulphuric acid. We have over 60K MT storage tanks located in Tampa, FL.

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**5. Provide supporting documentation in the form of photographs of the equipment referenced above in Item 4.**

By checking this box, Bidder confirms it has submitted photographs with its Bid.

**6. Convicted / Suspended / Discriminatory / Complaints Vendor Lists**

In accordance with Florida Statute §287.017, Bidder shall not be on any of the following lists: Florida Department of Management Services Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, and Vendor Complaint List.

By checking this box, Bidder affirms it is not on the Florida Department of Management Services Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, nor Vendor Complaint List, and that no action or inaction has been taken by Bidder or its representatives to warrant inclusion on any of these lists.

**7. Prohibition Against Contracting with Scrutinized Companies**

In accordance with 287.135 (5), at the time Bidder submits a Bid for a contract or before the company enters into or renews a contract with the City for goods or services of \$1 million or more, is not on the Scrutinized Companies with Activities in Iran Petroleum Energy List, or engaged in business operations in Cuba or Syria.

**By checking this box, Bidder affirms that it is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged in business operations in Cuba or Syria.**

**8. Prohibition Against Contracting with Russian Companies**

In accordance with City of Deerfield requirements and federal sanctions, Bidder shall not be listed on the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC): Russia-EO 14024 Sanctions List doing business with Russian companies; directing the divestment of investments in Russia and with Russian-related institutions, companies or entities, and individuals.

**By checking this box, Bidder affirms that it is not listed on the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC): Russia-EO 14024 Sanctions List.**

**9. Ethics Code Disclosure**

In accordance with Section 2-505 Chapter 2, Article IX, known as the City of Deerfield Beach Ethics Code, Bidder shall not have any ethics code violations and must disclose and provide documentation for any of the items in a, b, or c that are applicable and attach to the response all necessary and relevant information and documentation as shown below:

- a. Include a listing of all campaign contributions to a sitting 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 under Article IX, Ethics Code, 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.

**By checking this box, Bidder confirms it has made contributions and has uploaded in the "Response Attachments" tab in the eProcurement Marketplace all necessary and relevant information to include the following for all contributions:**

- (1) the name of the individual making the contribution,
- (2) name of the individual to whom the contribution was paid,
- (3) the title of the individual to whom the contribution was paid,
- (4) the amount of the contribution,
- (5) The date of the contribution.

Bidder Interacid North America, Inc.

By checking this box, Bidder affirms that it has NOT made any campaign contributions as detailed above and therefore no information is submitted for this item.

By checking this box, Bidder confirms it has submitted in the "Response Attachments" all necessary and relevant information to include disclosure concerning any conflict, whether actionable or non-actionable.

By checking this box, Bidder affirms that it does NOT have any disclosures concerning any conflict and therefore no information is submitted for this item.

By checking this box, Bidder confirms it has attached to its response all necessary and relevant information to include disclosure of any action that is a violation of this Article IX, Ethics Code and what was done to rectify the violation.

By checking this box, Bidder affirms that it does NOT have any disclosures concerning any violation of Article IX, Ethics Code.

**10. Registration with State**

Bidder must be registered with the State of Florida, Division of Corporations, to do business in Florida prior to the Close Date and Time.

**Provide Bidder's name and FEI/EIN number as shown on the State of Florida Division of Corporations [www.sunbiz.org](http://www.sunbiz.org) website.** \_\_\_\_\_

Interacid North America, Inc. 59-3424337

**11. Compliance with Florida Fictitious Name Statute**

Any fictitious name or "doing business as" (dba) under which Bidder operates must be registered with the Florida Department of State, Division of Corporations, in compliance with Florida Fictitious Name Act, Florida Statute §865.09 which requires any person (which, by definition, includes an individual, as well as a business entity) to register their fictitious name or dba name with the Florida Department of State prior to conducting business in Florida.

**Provide any fictitious name/dba name under which Bidder operates.**

\_\_\_\_\_

By checking this box, Bidder affirms it is in compliance with the Florida Fictitious Name Act, Florida Statute §865.09 and has registered any fictitious name/dba.

**12. Convictions or Pleas**

Bidder, its principals, and staff, employees, and subcontractors shall not 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. Provide

Bidder Interacid North America, Inc.

details in Bidder's response of any such conviction or plea.

- By checking this box, Bidder confirms it does NOT have such conviction or plea.**
  - By checking this box, Bidder confirms it has such conviction or plea. If so, provide a brief summary of the conviction or plea.**
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**13. Conflicts of Interest**

Bidder, including any principal, officer, agent, or proposed subcontractor, shall not have a record of any conflicts of interest that have not been waived by the City Commission. Bidder affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. Bidders must disclose if any City of Deerfield Beach officer, employee, or attorney is also an owner, or employee of their business.

- By checking this box, Bidder affirms that it does not have a record of conflicts of interest, as defined in Florida Statutes, that have not been waived.**
  - By checking this box, Bidder confirms it has identified a potential conflict of interests. Provide the City officer(s), employee or attorney(s)'s names(s) and position(s) and provide a brief summary of the details.**
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**14. Arrears or Default**

Bidder, including any principal, officer, agent, or proposed subcontractor of Bidder, shall not be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise). The City will confirm compliance.

- By checking this box, Bidder affirms that it is not in arrears or default of any debt or contract involving the City.**

**15. Judgements, Lawsuits Criminal Activities**

Bidder, including any principal, officer, agent, or proposed subcontractor, shall have no record of judgments, pending lawsuits against the City, or criminal activities involving moral turpitude.

- By checking this box, Bidder affirms it has no record of judgements, pending lawsuits against the City, or criminal activities involving moral turpitude.**

**By checking this box, Bidder affirms that it has a record of judgements, pending lawsuits, or criminal activities and has provided details of any such record in its Bid response.**

## SECTION II REQUIREMENTS

Bidder shall submit the information and/or documentation requested below. Failure to do so may result in the Bid response being deemed non-responsible or non-responsive and not considered for award. As applicable, the City will verify the information provided.

### 1. **Non-Collusive Affirmation**

Entity submitting this Bid affirms:

- (1) Entity is an authorized Owner, Partner, Officer, Representative, or Agent of the business submitting a Bid response to this solicitation;
- (2) Entity is fully informed respecting the preparation and contents of the Bid response and of all pertinent circumstances respecting such response;
- (3) Such response is genuine and is not a collusive or sham response;
- (5) Neither the business submitting the Bid response nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, 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 affirmant.

**Full Legal Name of the entity submitting this Bid response on behalf of Bidder.**

Interacid North America, Inc.

**By checking this box, I affirm that all of the above in Non-Collusive Affirmation, Items 1, 2, 3, 4, and 5 are true.**

## 2. Drug-Free Workplace Programs

Whenever two or more Bids that are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Bid, or received from a business that certifies that it has implemented a drug-free workplace program as defined in Florida Statute 287.087 shall be given preference in the award process.

**By checking this box, Bidder affirms it has a drug-free workplace program in accordance with Florida Statute 287.087.**

**By checking this box, Bidder affirms it DOES NOT have a drug-free workplace program in accordance with Florida Statute 287.087.**

## 3. Local Vendor Affirmation

Bidder affirms it meets the requirements for "local Business Preference and has:

- (a) Been in business at least one year (12 months) prior to the release date of the solicitation.
- (b) Has a valid local business tax receipt issued by the City.
- (c) Has a physical address located in the City limits of Deerfield Beach from which its business is conducted.

**By checking this box, Bidder affirms it is NOT a local business as defined above.**

**By checking this box, Bidder affirms it is a local business and has attached its City of Deerfield Beach business tax receipt in the "Response Attachments" for its Bid response.**

## 4. Financial Statements

The City may request from Bidders their financial audits and statements for the past two (2) reporting years (Income Statements and Balance Sheets) in accordance with Florida Statute §119.07(1) and s. 24(a), Art. I of the State Constitution.

**By checking this box, Bidder affirms it will provide such additional financial information if requested by the City.**

## 5. Litigation, Arbitration, Claims

Bidder shall not be involved in current, pending or past litigation or arbitration over the last five years, which, in the opinion of the City, is likely to have a material negative impact on their ability to provide the required goods/services.

**By checking this box, Bidder claims it HAS NOT been involved in litigation, arbitration, or claims with the past five years that will have a material negative impact on its ability to provide the required goods/services.**

Bidder Interacid North America, Inc.

**By checking this box, Bidder claims it has been involved in litigation, arbitration, or claims with the past five years that may have a material negative impact on its ability to provide the required goods/services. Include a brief explanation below of the circumstances.**

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[END]

Bidder Interacid North America, Inc.

**ATTACHMENT H - BIDDER QUESTIONNAIRE**

This Bidder Questionnaire is not inclusive of all the information that may be necessary to properly evaluate the Bid response and confirm the Bidder has the capacity and capability to meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the Bidder in response to specific requirements stated herein or within the ITB. If requested by the City, additional documents and information must be provided by Bidder.

**1. Bidder’s Legal Name**

Provide the legal contracting name of Bidder including any dba.

Interacid North America, Inc.

**2. Executive Leadership**

Provide a list of officers, principals, owners, partners, or managers of the Bidder’s company. Include names, phone numbers, and email addresses.

Brent Shonka, Title President and Secretary, 10210 Highland Manor Dr., Suite 140, Tampa FL 33610

Masaya Sato, Title Director, 10210 Highland Manor Dr., Suite 140, Tampa FL 33610

Chris Clark, Title Treasurer, 10210 Highland Manor Dr., Suite 140, Tampa FL 33610

Masataka Tani, Title Director, 10210 Highland Manor Dr., Suite 140, Tampa FL 33610

**3. Previous Company Names**

Provide any former business name(s) Bidder or principals of Bidder’s firm, holding at least 30% interest in Bidder’s company, operated under.

Sulphuric Acid Trading Company, Inc.

**4. Organization**

Provide the state of organization or incorporation for Bidder.

Florida

**5. Type of Organization**

Provide the type of organization of Bidder’s company (e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, S Corporation, Corporation).

Corporation

Bidder Interacid North America, Inc.

**6. Contact Info**

Provide Bidder's Contact Information

- a. Address 10210 Highland Manor Drive, Suite 140
- b. City, State, Zip Tampa, FL 33610
- c. Phone (813) 225-2000
- d. Number of years at this location Just under 2 years
- e. Contact Email contract@interacidna.com

**7. Experience**

Provide the number of years Bidder has provided construction services to government entities. We provide liquid bulk 93% sulfuric acid to water treatment plants.

**8. Subcontractors**

Provide a list of all subcontractors proposed for the project to include the following:

- 1. Subcontractor Name
- 2. City, State, Zip
- 3. Type of work to be assigned

K.C. Industries Trucking, 2210 Peerless Road, Mulberry Fl 33860

Bulk liquid hazmat transportation company - they will deliver the acid to the water treatment plants

**9. Proposed Key Staff**

Provide a list that includes the following information of Bidder's key staff (e.g., project lead, manager, supervisor) to be assigned to the project:

- a. Full name Susan Forney
- Proposed role Supply Chain Manager Years of experience in this type of work 30+ years
- b. Full name Katie Bain
- Proposed role Customer Service Years of experience in this type of work 15+ years
- c. Full name \_\_\_\_\_
- Proposed role \_\_\_\_\_ Years of experience in this type of work \_\_\_\_\_

Bidder Interacid North America, Inc.

**10. History and Past Performance**

Provide a list of customer references for whom Bidder has provided similar goods/services as those in this ITB in the past five years, particularly for government entities, who are agreeable to responding to an inquiry by the City. Include the following information:

- a. Customer Name City of Tampa Water Treatment Plant
- b. Address (City/State) 7125 North 30th St., Tampa FL 33610
- c. Contact name Brad May, Supervisor
- d. Contact email address Brad.May@tampagov.net
- e. Start/End Dates June 2021 - June 2025
- f. Type of work (Brief description 1-2 sentences) Supplying sulfuric acid for over 28+ years

- a. Customer name Seacoast Utility Authority
- b. Address (City/State) 4170 Hood Road, Palm Beach Gardens FL 33410
- c. Contact name Jessica Decker
- d. Contact email address JDecker@sua.com
- e. Start/End Dates July 2022 - July 2025
- f. Type of work (Brief description 1-2 sentences) Supplying sulfuric acid for over 11 years

- a. Customer name Town of Jupiter Utilities
- b. Address (City/State) 17403 Central Blvd., Jupiter FL
- c. Contact name Daniel Reid
- d. Contact email address danielr@jupiter.fl.us
- e. Start/End Dates October 2024 - October 205
- f. Type of work (Brief description 1-2 sentences) Supplying sulfuric acid for over 20+ years

Bidder Interacid North America, Inc.

- a. Customer name Lee County
- b. Address (City/State) 18250 Durrance Rd. Fort Myers Fl
- c. Contact name Craig Bell
- d. Contact email CBell2@leegov.com
- e. Start/End Dates 2020 - 2026
- f. Type of work (Brief description 1-2 sentences) Supplying 93% sulfuric acid for 5 years

- a. Customer name City of Port St. Lucie
- b. Address (City/State) 900 SE Ogden Lane, Port St. Lucie Fl 34983
- c. Contact name Dan Burdett
- d. Contact email DBurdett@cityofpsl.com
- e. Start/End Dates 2025 - 2027
- f. Type of work (Brief description 1-2 sentences) Supplying sulphuric acid for over 15+ years

**11. Contract Termination**

By checking this box Bidder is attesting it has not had a contract terminated in the past three years prior to completion of the work.

By checking this box, Bidder is attesting it has had a contract terminated in the past three years prior to completion of work. If yes, explain circumstances regarding early termination:

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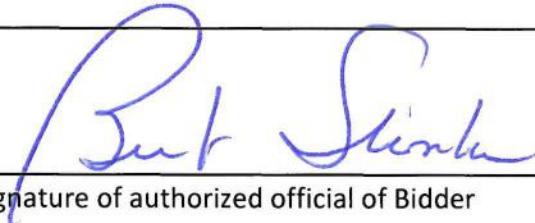
**12. Addenda**

Bidder must acknowledge receipt of all addenda to this solicitation issued by the City. Bidder affirms receipt of the following Addenda:

Bidder Interacid North America, Inc.

Bidder affirms receipt of the following Addenda. None

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



\_\_\_\_\_  
Signature of authorized official of Bidder

General Manager

\_\_\_\_\_  
Title of authorized official

May 13, 2025

\_\_\_\_\_  
Date

[END]



## ATTACHMENT I, BID SIGNATURE FORM

**Solicitation Number:** ITB 25-016

The undersigned represents that by signing this Bid Signature Form that the Bidder agrees to the terms and conditions in this ITB in its entirety, which incorporates all addenda, appendices, exhibits, and attachments, and is prepared to sign the Contract, of which an example is incorporated into this ITB. The Bidder understands that if it submits exceptions to the terms and conditions of the ITB in its Bid, the Bidder may be determined non-responsive and its Bid not considered for award.

All questions, clarifications, or requested exclusions or changes to the terms and conditions must be submitted via the City's eProcurement Marketplace during the Question and Clarification period stated in the ITB. Any changes or modifications to the ITB terms and conditions will be incorporated via an addendum.

Name of Bidder: Interacid North America, Inc.

Street Address: 10210 Highland Manor Drive, Suite 140

City/State/Zip: Tampa, Florida 33610

Total Bid Price: \$285.00 per short ton

Signature: \_\_\_\_\_  
(Authorized officer)

A handwritten signature in blue ink that reads "Brent Shonka". The signature is written over a horizontal line.

Date: May 12, 2025

Printed Name: Brent Shonka

Title: General Manager

**Return this fully executed form with your Response.**



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10210 Highland Manor Drive  
Suite 140  
Tampa, Florida 33610  
P: 813-225-2000

May 12, 2025

**Re: ITB 25-016 - Experience**

Interacid North America, Inc. (fka: Sulphuric Acid Trading Company, Inc. (SATCO)) imports and distributes sulfuric acid into the United States. We started operations over 35 years ago with our 80,000 mt capacity marine terminal located at Port Tampa Bay, Florida. This facility is NSF 60 certified and is well positioned to service the Southwest and Eastern Seaboard Sulphuric Acid market by truck or rail. Interacid North America, Inc. markets 93-98% acid within the municipal, industrial and agricultural customers for use in a wide range of applications.



## SAFETY DATA SHEET

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

Issue Date: April 29, 2015

Revision Date: April 24, 2025

### Section 1: Chemical Product and Company Identification

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

**EMERGENCY TELEPHONE**  
**Chemtrec U.S.-Canada: 800-424-9300**  
**Chemtrec International: 703-527-3887**

**CHEMICAL SUPPLIER COMPANY NAME** **Interacid North America, Inc.**

**Headquarters:**  
 10210 Highland Manor Drive, Suite 140  
 Tampa, Florida 33610  
 Information 800-633-1358  
 Fax: 813-225-1001

**Roswell Location:**  
 560 West Crossville Road, Suite 204  
 Roswell, Georgia 30075  
 Information 678-461-0456

Safety Data Sheet Competent Person: Brian Despres [BDespres@interacidNA.com](mailto:BDespres@interacidNA.com)

### 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



Sulphuric Acid, 93-99%

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.

P312

Call a Poison Control center or doctor/physician if you feel unwell

P390

Absorb spillage to prevent material damage

Storage

P405

Store locked up.

P406

Store in corrosion resistant container with a resistant inner liner.

Disposal

P501

Dispose of contents/container by following the waste disposal requirements of your country, state, or local authorities.

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

**HAZARD CLASSIFICATION:**

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

**FIRE AND EXPLOSION:**

Not considered flammable or combustible.

**POTENTIAL HEALTH EFFECTS:**

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

**APPEARANCE:**

Clear, colorless to amber (light)

### Section 3: Composition, Information on Ingredients

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

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



Sulphuric Acid, 93-99%

## 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.



Sulphuric Acid, 93-99%

## 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).



Sulphuric Acid, 93-99%

## Section 7: Handling and Storage

### Precautions for safe handling

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

### Conditions for safe storage, including any incompatibilities

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

### Specific uses

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

## Section 8: Exposure Controls/Personal Protection

### Control Parameters

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

### Exposure controls

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



## Section 9: Physical and Chemical Properties

	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 <sub>2</sub> , SO <sub>3</sub> ).



## Section 11: Toxicological Information

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

STOT = Specific Target Organ Toxicity

## Section 12: Ecological Information

Toxicity:	Toxicity to fish LC50 - 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.



Sulphuric Acid, 93-99%

## 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.



Sulphuric Acid, 93-99%

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

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

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

CANADA:

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

**WHMIS-INFORMATION:**

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

Sulphuric acid:

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

EUROPEAN UNION:

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

## Section 16: Other Information

**NFPA Rating:**

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

Initial issue date:	April 29, 2015
Final revision date:	April 24, 2025
Revision Number:	4
Revision explanation:	Company Name Change
Information Sources:	RTECS, ECHA, REACH, OSHA 29CFR 1910.1200

**“Disclaimer: This document is generated to distribute health, safety and environmental data. It is not a specification sheet and none of the displayed data should be construed as a specification. Information on this SDS sheet was obtained from sources which we believe are reliable, and we believe that the information is complete and accurate. However, the information is provided without any warranty, express or implied, regarding its correctness. Some of the information presented and conclusions drawn are from sources other than direct test data of the substance. The conditions or methods of handling, storage, use and disposal of the product are beyond our control and may also be beyond our knowledge. It is the user’s responsibility to determine the suitability of any material for a specific purpose and to adopt such safety precautions as may be necessary. If the product is used as a component in another product, this SDS information may not be applicable. For these reasons, we do not assume any responsibility and expressly disclaim liability for any loss, damage or expense arising out of or in any way connected with the handling, storage, use or disposal of this product.”**



**SUBMITTED SAMPLE**  
H2SO4  
CERTIFICATE OF ANALYSIS  
SATCO, INC



APRIL 11, 2025  
SATCO  
TAMPA, FL  
REFERENCE No.: 25-2393

---

**CERTIFICATE OF ANALYSIS**

TEST	METHOD	RESULT
<b>TANK 5</b>		
IRON (Fe)	AFPC XI-14B	6 ppm
H2SO4	ASTM E223-08	93.87 %
DENSITY	TFI IV-D1	1.8358 g/cm <sup>3</sup>

*The above analytical result applies solely to the sample as received and is subject to the limitations of method uncertainty. This report shall not be reproduced, except in full, without approval of the laboratory.*

*Sample/s were tested at the following location: 2740 Causeway Center Dr. Tampa, FL 33619*

AmSpec MTS, Inc.

A blue ink signature of Larry C. Zeringue.

Larry C. Zeringue, Operations



The Public Health and Safety Organization

## NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, May 12, 2025** 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&>

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## NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

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### Sulphuric Acid Trading Company, Inc. (SATCO)

10210 Highland Manor Dr.

Ste 140

Tampa, FL 33610

United States

800-633-1358

813-225-2000

**\*\* In the process of updating our name change to Interacid North America, Inc. with NSF.\*\***

**Facility :** Stockton, CA

#### 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



**ITB 25-016**

**RE: Conflict of Interest**

Interacid North America, Inc. affirms that it does not have a record of conflicts of interest, as defined in Florida Statutes, that have not been waived.



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Interacid North America, Inc. (fka Sulphuric Acid Trading Company Inc) 10210 Highland Manor Drive, Ste. 140 Tampa, FL 33610	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

**ADDITIONAL REMARKS**

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

Liberty Mutual Insurance Company  
 25%  
 Policy # NYABDEO5009

Zurich American Insurance Co.  
 25%  
 Policy # MAR5846827-01

City of Deerfield Beach and City of Deerfield Beach Commision are included as an Additional Insured as respects to General Liability. Waiver of Subrogation applies in favor of the Additional Insureds with respects to General Liability.



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Interacid North America, Inc.  
10210 Highland Manor Dr., Suite 140  
Tampa, Florida 33610  
P: (813) 225-2000

## Announcement of Merger and Corporate Name Change

We are thrilled to announce a significant milestone in the evolution of our company. **Effective April 1, 2025**, LLC (“Saconix”) has officially merged into Sulphuric Acid Trading Company, Inc. (“Satco”) legal entity. As part of this exciting development, the two companies will rebrand as **Interacid North America, Inc.** under Interacid Group. Interacid North America, Inc. will continue to honor all obligations of SATCO and Saconix and seek to further enhance its services through this merger.

SATCO and Saconix are both wholly owned subsidiaries of Sumitomo Corporation of Americas (“SCOA”), the largest subsidiary of Sumitomo Corporation, one of the world’s leading integrated conglomerates with a vast network of offices and portfolio companies globally.

**Saconix** is an industry-leading distribution and logistics partner for sulfuric acid and other industrial chemicals with strategically located assets across North America. Like SATCO, Saconix is known for its reliability and high quality of service.

**SATCO** has imported and distributed sulfuric acid in the United States for over 30 years, initially operating out of its Port Tampa Bay marine terminal, then expanded its operations in 2019 with the opening of its new import terminal located at the Port of Stockton in California.

We believe this merger will benefit all stakeholders because it allows us to combine our strengths and maximize operational efficiency. As subsidiaries of SCOA, SATCO and Saconix share core values and commitments rooted in safety, exceptional service, a strong financial foundation, and unrivaled access to the global marketplace through Sumitomo Corporation’s extensive network.

### Key Benefits of the Merger:

- **Maintain Relationships with Local Contacts:** You will continue to work with the same local point of contact you know and trust, while benefiting from our expanded global network.
- **Access to Technological and Intelligence Resources:** Our combined resources will provide you with cutting-edge technology and intelligence to support your business needs.
- **World-Class Logistics and Tank Operations:** We are committed to delivering excellence to our customers across every touchpoint, ensuring the seamless transport, storage and delivery of sulfuric acid. The joining of these two companies increases our footprint and facilities.



Going forward, our email addresses will change to a naming convention of [first initial].[last name]@interacidna.com. Otherwise, our operations will remain unchanged and continue from our current offices.

If you have any questions about this exciting news, please contact [Info@Interacidna.com](mailto:Info@Interacidna.com).

We are grateful for the opportunity to serve your business and grow together. We are confident that this merger will benefit all of us and look forward to continuing our successful partnership.

Thank you for your continued support.

Very truly yours,

*Brent Shonka*

Brent Shonka

President, Saconix LLC

and

President and Secretary, Sulphuric Acid Trading Company, Inc.

(Both now Interacid North Americas, Inc.)

Receipt # <b>1594650</b>		Control No. <b>0049215</b>	
For Period Commencing <b>JULY 1ST, 2024</b>		and ending September 30, <b>2025</b>	
Total: <b>27,883.34</b>		Dated <b>05/07/2025</b> Application No. <b>0049215</b>	
<small>This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-9100. This Business Tax Receipt must be conspicuously posted in place of business.</small>			
Classification	Description	Amount	
087620	INVENTORY	\$27,641.82	2025 CITY OF TAMPA TAX RECEIPT BUSINESS TAX DIVISION
087158	CHEMICALS WHSL	\$231.52	
993000	ADMIN HANDLING FEE	\$10.00	
Business Name and Address		Business Name and Location	
INTERACID NORTH AMERICA INC C/O CHRISTOPHER CLARK 10210 HIGHLAND MANOR DR STE 140 TAMPA FL 33610		INTERACID NORTH AMERICA, INC 4041 MARITIME BLVD TAMPA FL 33605-6849	

By: WEB

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Simple Search

Search Editor

Any Words 

All Words 

Exact Phrase 

e.g. 123456789, Smith Corp


Interacid North America, Inc 

Classification 

Excluded Individual 

Excluded Entity 

Entity Name

Interacid North America, Inc 

Unique Entity ID

e.g. HTYR9YJHK65L 

CAGE / NCAGE

Federal Organizations 

Exclusion Type 

Exclusion Program ▼

Location ▼

Dates ▼

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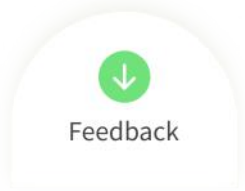
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Form **W-9**  
(Rev. March 2024)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Interacid North America, Inc.

**2** Business name/disregarded entity name, if different from above.

**3a** Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

- Individual/sole proprietor
- C corporation
- S corporation
- Partnership
- Trust/estate
- LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)
- Other (see instructions)

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_  
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the United States.)

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

**5** Address (number, street, and apt. or suite no.). See instructions.

10210 Highland Manor Drive, Suite 140

Requester's name and address (optional)

**6** City, state, and ZIP code

Tampa, FL 33610

**7** List account number(s) here (optional)

Print or type.  
See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

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

Social security number								
			-					

or

Employer identification number								
5	9	-	3	4	2	4	3	7

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

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here**

Signature of U.S. person

Date

4/1/25

## General Instructions

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

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

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**ACTION OF THE DIRECTORS  
OF INTERACID NORTH AMERICA, INC.  
BY UNANIMOUS WRITTEN CONSENT  
IN LIEU OF ANNUAL MEETING**

The undersigned, constituting all the directors of Interacid North America, Inc., a Florida corporation (the "Company"), do hereby unanimously agree, declare, and consent in writing, without a meeting and in lieu of the annual meeting thereof, pursuant to and in accordance with Sections 607.0820 and 607.0821 of the Florida Business Corporation Act, to the adoption of, and do hereby adopt, as of the \_\_\_\_ day of April 2025, the following resolutions and the actions specified therein:

**RATIFICATION OF OFFICERS' ACTS**

**RESOLVED**, that the lawful actions of the officers of the Company on behalf of the Company during the preceding fiscal year (April 1, 2024 – March 31, 2025) are approved and ratified to the extent permitted by law.

**DELEGATION OF AUTHORITY TO President & Treasurer**

**RESOLVED**, that, effective \_\_\_\_\_ 2025, Brent Shonka, President, and Christopher Clark, Treasurer, are hereby authorized and directed to make any and all contracts, agreements, and orders which he may deem necessary, appropriate, or advisable from time to time in the ordinary course of conducting the business of the Company in their capacities as President or Treasurer, subject to any existing limitations or restrictions requiring approval of another officer of the Company or the Board of Directors.

**ELECTION OF OFFICERS**

**RESOLVED**, that the following persons are elected to the corporate office indicated opposite their names below to serve for the respective terms provided in the bylaws or until their earlier death, resignation, or removal from office.

<u>Name</u>	<u>Office</u>
Brent Shonka	President
Brent Shonka	Secretary
Christopher Clark	Treasurer

**RESOLVED**, that all actions related to the foregoing were deemed appropriate and have been approved and ratified.

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

**EXECUTED:** 25th April 2025

  
\_\_\_\_\_  
Masataka Tani, Director

**EXECUTED:** Apr 25, 2025

  
\_\_\_\_\_  
Masaya Sato, Director



**ITB 25-016**

**RE: Qualifying Agent Documentation**

Interacid North America, Inc. does not require a qualifying agent for bulk chemicals.

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\_\_\_\_\_  
Masataka Tani, Director

**EXECUTED:** Apr 25, 2025

  
\_\_\_\_\_  
Masaya Sato, Director

**EXHIBIT "B"**  
**SCOPE OF SERVICES**

## **SECTION VI – SPECIFICATIONS**

### **1. General**

The City of Deerfield Beach is actively seeking bids from qualified vendors to provide Sulfuric Acid 93% (H<sub>2</sub>SO<sub>4</sub>) in bulk, delivered on an as-needed basis to the Water Treatment Plant Operations, 290 Goolsby Blvd, Deerfield Beach, FL 33442 and other participating SE Florida Governmental Purchasing Cooperative Group agencies as stated in this ITB. The City of Deerfield Beach is acting as the lead agency for the Cooperative Group for this bid. This will be a term contract.

### **2. Technical Specifications**

- a. Sulfuric Acid 93% (H<sub>2</sub>SO<sub>4</sub>) will be used by the City's Water Treatment Plant to produce drinking water, and all products bid must be authorized for such use by the City.
- b. This product is for use in the Water Treatment Plant's (membrane filtration system).
- c. Technical Grade: 93.19% minimum 66-degree Baume.
- d. Total iron content shall not exceed twenty-five parts per million (25ppm).

### **3. Certification and Testing**

- a. The sulfuric acid supplied shall be listed by the National Sanitation Foundation (NSF) as being in full compliance with NSF/ANSI Standard 60 for Drinking Water Treatment Chemicals – Health Effects. The Contractor shall submit with their Response Attachments proof of certification that the product offered conforms to NSF/ANSI Standard 60.
- b. The City reserves the right during the contract period to determine by independent test if the product supplied by the Successful Offeror meets the specifications herein. If test meets the specifications, then cost of the test shall be paid for by the City. If the test does not meet the specifications, then cost of the test shall be paid for by the Successful Offeror. In addition, the facilities of the Florida State Department of Agriculture testing laboratories may be used for any referee testing.
- c. Offerors shall submit with their Response Attachments 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 with applicable Material Safety Data Sheet (MSDS), and proof that the product bid has been approved by applicable Federal agencies for use in drinking water. Reference Exhibit A – Material Data Sheet (MSDS) for the current product used by the City.

### **4. Standardization / Variances**

The City intends to purchase a product as specified and contained herein. In no way does the City of Deerfield Beach intend to limit competition to one bidder. State any and all variances clearly in writing. Wherever in these contract documents a particular brand, make of material, manufactured article, device or equipment is shown or specified, such brand, make of material, manufactured article, device or equipment should be regarded as the standard.

## 5. Delivery

- a. The Contractor shall be notified by email, telephone, or facsimile for requested deliveries and shall make deliveries within seventy-two (72) hours of the request or as otherwise specified by the Bidder on the Bid Schedule. Deliveries shall be made in 25-ton increments. All deliveries shall be made on weekdays, excluding holidays observed by the City, between the hours of 8:00 a.m. and 2:00 p.m. The City of Deerfield Beach reserves the right to terminate the contract in the event the delay in delivery is deemed unacceptable.
- b. The Contractor shall ensure that the product is delivered in clean containers/tanks and is free of contamination. If the stock is contaminated, the Contractor, shall be liable for all costs associated with disposal of contaminated material, cleanup of storage facilities and full replacement of product at the Contractors expense. The City reserves the right to reject any delivery that has been contaminated or does not conform to product specifications.
- c. The transfer of product from the delivery vehicle to the City's storage tanks shall be the sole responsibility of the Contractor. The Contractor shall be responsible for all health, safety, and costs associated with the transport and delivery of the product, to include but not limited to chemical spills and related cleanups.
- d. The fill lines to the City's storage tanks are equipped with a 2-inch, male, quick-connect coupling. In order to protect the acid tank fill line, transfer of acid must be performed at low pressure (25-30 psi).

## 6. Inventory

The vendor shall have access to adequate inventory to attain 100% fill rate. A 100% fill rate shall mean that 100% of product will be delivered within seventy-two (72) hours after receipt of order. The City of Deerfield Beach and all other Cooperative Group agencies reserves the right to require proof of access to inventory. The vendor shall immediately notify the Purchasing Department of each respective Cooperative Group agency when out of stock of product due to circumstances beyond their control. The City of Deerfield Beach reserves the right to procure out of stock product from other sources in these circumstances.

## 7. Substitutions

- a. The City shall not accept substitute shipments of any kind. Contractor shall furnish the product specified in the bid once awarded. Any substitution of material will require prior written approval by the City of Deerfield Beach. Any substitute shipments that have not received the prior written approval of the City shall not be accepted and shall be returned at the expense of the Contractor.
- b. If a bid item is discontinued by the manufacturer during the period of award and the bid item is not available from within the vendors or manufacturers inventory, then the vendor shall advise the Purchasing Departments of all agencies, in writing, of non-availability of the bid item and shall include complete descriptive, technical literature on the item offered to replace the discontinued bid item and, upon written approval, shall furnish the replacement item at the same firm price offered for the original bid item or at a lower price during the remainder of the period of award. Samples of replacement items, if

## Sulfuric Acid 93% for Water Treatment Plant Operations

requested, must be supplied for evaluation by the appropriate City staff. The City of Deerfield Beach shall not be held liable for any damages incurred to equipment during evaluation.

## **8. Samples and Demonstrations**

When requested, samples are to be furnished free of charge to the City. If a sample is requested, it must be delivered within seven (7) days of the request, unless otherwise stated in the bid. Each sample must be marked with the Offeror's name and manufacturer's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the Offeror.

## **9. Reporting Requirements**

The Contractor(s) shall furnish to the City of Deerfield Beach, acting as lead agency for the Cooperative Group agencies, a detailed Summary of Sales report on a semi-annually basis during the contract period. The Summary of Sales report shall include the following information:

- Contractor's name
- Contract name and number
- Tonnage for each participating Cooperative Group agency
- Total dollar sales volume for each participating Cooperative Group agency

The report may be provided in greater detail, but no less than the requirement stated herein.