



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL SPECIAL MEETING
TOWN COUNCIL CHAMBERS
THURSDAY, AUGUST 8, 2024
7:00 PM**

Call to Order

Invocation; Moment of Silence; and Pledge of Allegiance

Roll Call:

Mayor Jim Kuretski
Vice-Mayor Malise Sundstrom
Councilor Ron Delaney
Councilor Andy Fore
Councilor Cameron May
Town Manager Frank Kitzerow
Town Attorney Thomas J. Baird

PROCLAMATION

1. Florida Water and Pollution Control Operators Association (FWPCOA) for Florida Water Professionals Month - August 2024 - Mr. Jonathan Torres, FWPCOA Publicity Chair. #

PRESENTATION

2. 2024 Southeast Desalting Association (SEDA) > 5 MGD Membrane Plant of the Year and the Water Environment Federation (WEF) 2024 Utility of the Future Today (UotFT) Recognition by Mrs. Amanda Barnes, Director of Utilities. #
3. Discover the Palm Beaches Tourism update by Sergio Piedra, Director, Community Engagement and Advocacy.
4. Update by Jupiter Inlet District by Mr. Joe Chaison, Executive Director.

CITIZEN COMMENTS

All Non-agenda items are limited to three (3) minutes. Anyone wishing to speak is asked to state his/her name and address for the record prior to addressing the Town Council. Council will not discuss these items this evening. **Any issues will be referred to Staff**

for investigation; a report will be forwarded to Council; and citizens will be contacted.

MINUTES

5. July 16, 2024 Town Council Meeting Minutes.

CONSENT AGENDA

All items listed in this portion of the agenda are considered routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilor or citizen so requests; in which event, the item will be removed and considered at the beginning of the regular agenda.

PUBLIC BUSINESS

6. **Resolution 83-24**, Approving a contract to Allied Universal Corporation for Supplying Liquid Chlorine (W2502A) for an amount of \$1,569.20 per ton.
7. **Resolution 84-24**, Approving a contract to Sulphuric Acid Trading Company, Inc. for Supplying Sulfuric Acid (W2502B) for an amount of \$193.00 per ton.
8. **Resolution 85-24**, Approving a contract to Tanner Industries, Inc. for Supplying Anhydrous Ammonia (W2502G) for an amount of \$1.03 per pound.
9. **Resolution 86-24**, Approving a contract to Odyssey Manufacturing Company for Supplying Sodium Hypochlorite (W2502H) for an amount of \$1.74 per gallon.
10. **Resolution 94-24**, Approving the authorization of work order no. 181 of contract W1724B with Hazen and Sawyer for Public Works Storage Facility - Final Schematic Design in an amount not to exceed \$302,622.05.
11. Approving the use of Federal Forfeiture funds for the purchase of two (2) pick-up trucks and the equipment needed to outfit them to perform vehicle suppression techniques in the amount of \$137,369.
12. Approving a purchase order to Merichem Technologies, LLC for FY2025 Reverse Osmosis Odor Control Treatment Chemicals for an amount of \$1.48 per pound.
13. Approving the annual license renewal for Sentinel One Endpoint Protection and Response Cybersecurity Platform in the amount of \$57,302.01.

REGULAR AGENDA

PUBLIC BUSINESS

14. **Resolution 100-24**, Approving the participation in the pooled commercial paper loan program for the borrowing of a not to exceed amount of \$20,000,000 for the construction of fire stations.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings

August 20, 2024
September 3, 2024

NOTICE

Town Council and CRA Meetings are now webcasted real-time and viewable on your computer or mobile device.
www.jupiter.fl.us/Live

Back up material for the Town Council Meetings are available online one (1) week before the Regular Meetings

= no materials attached *revisions may occur*

www.jupiter.fl.us

Section 2-64; Decorum, disturbing meeting

While the Town Council is in session, the members thereof and the public present in the Council chambers shall not, by conversation or otherwise, delay or interrupt the proceeding or the peace of the Council. It shall be unlawful for any person to disturb or disrupt a meeting of the Town Council or to refuse to obey the orders of the presiding officer in the conduct of the meeting and such person shall be subject to being summarily ejected from the meeting.

Note: Persons are advised that if they wish to appeal any decision made at this meeting, they will need a record of the proceedings and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 286.0105 of the Florida Statute. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office at TownClerk@jupiter.fl.us or 561-741-2752 at least 48 hours in advance to request accommodations.*



Jupiter Inlet District Town of Jupiter Presentation August 8, 2024



JOSEPH B. CHAISON, P.E.
Executive Director

JUPITER INLET DISTRICT
400 N. Delaware Blvd.
Jupiter, FL 33458

(561) 746-2223 (office)

(561) 797-2003 (cell)

JChaison@jupiterinletdistrict.org

JupiterInletDistri

Jupiter Inlet District

Board of Commissioners

George Gentile – Chair

Michael Martinez – Vice Chair

James H. Davis – Secretary/Treasurer

Thomas Howard

Gail Whipple

Staff

Joseph B. Chaison – Executive Director

Camille Cunningham – Assistant Director



Sand Trap Bypassing Project



State of Florida adopted
Jupiter Inlet Management Plan

Bypassing target = 75,000 cy → 81,000 cy
Placement on beach to the south

2024 Sand Trap Dredging Project



Timeline

Fall 2023 – Condition survey
December – Advertise for bids
January – Award (Ahtna)
Feb/March – NTP & Mobilization
April 1-28 – Dredging
April 30 – Tilling/Demob

Communication



SAND BYPASSING IN PROGRESS

ACTIVE BEACH PLACEMENT OCCURRING MARCH 2024 THROUGH APRIL 2024

PROJECT LIMITS
APPROX. 1 MILE

CONSTRUCTION ACCESS

JUPITER INLET SAND BYPASSING PROJECT

PROJECT PURPOSE:
In conjunction with the State of Florida-adopted Jupiter Inlet Management Plan, the Jupiter Inlet District sponsors annual dredging of the Jupiter Inlet Sand Trap with placement along the beach south of the inlet.

PROJECT DETAILS:

- Construction will occur between Jupiter Inlet's south jetty and potentially as far south as Carlin Park
- Approximately 100,000 cubic yards of sand will be dredged from the inlet and placed in the beach template
- Project is managed by Jupiter Inlet District; Contractor is Ahtna Marine and Construction Company
- The project cost is \$1,629,432.00 and is funded by the Jupiter Inlet District and the Florida Department of Environmental Protection
- Public access to the beach will be maintained outside of the immediate construction area

ADDITIONAL INFORMATION:
Scan QR code below to visit the Jupiter Inlet District website

PROJECT PARTNERS:

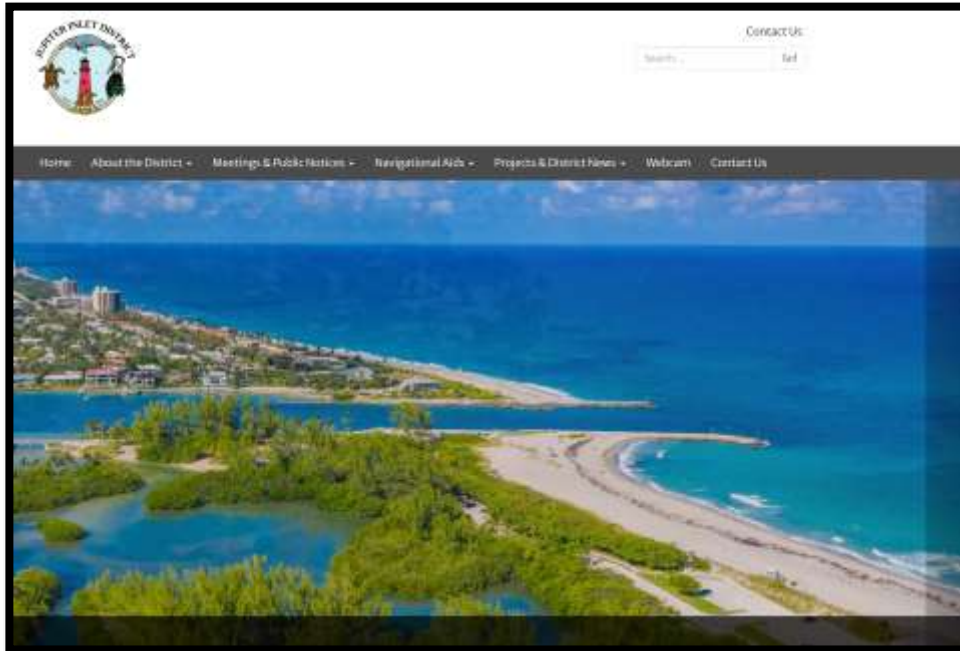
JUPITER INLET DISTRICT

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

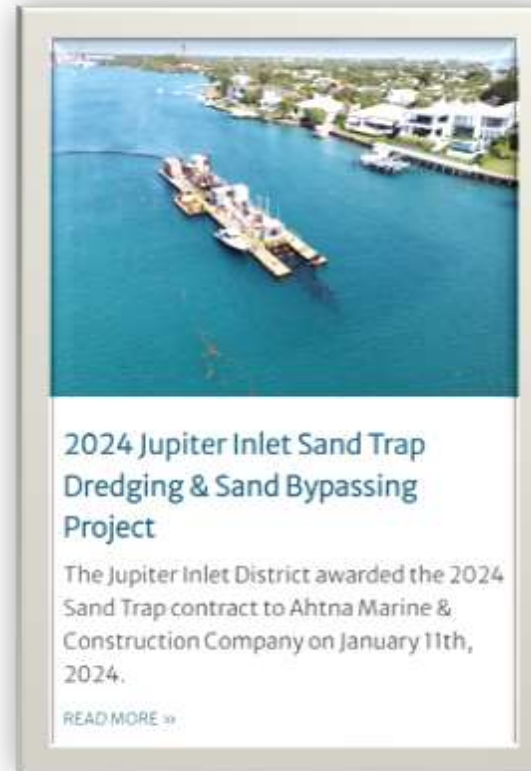
TAYLOR ENGINEERING, INC.



Communication



<https://www.jupiterinletdistrict.org>



Access



Sea Turtle Protection



Daily morning beach monitoring

“All Clear”

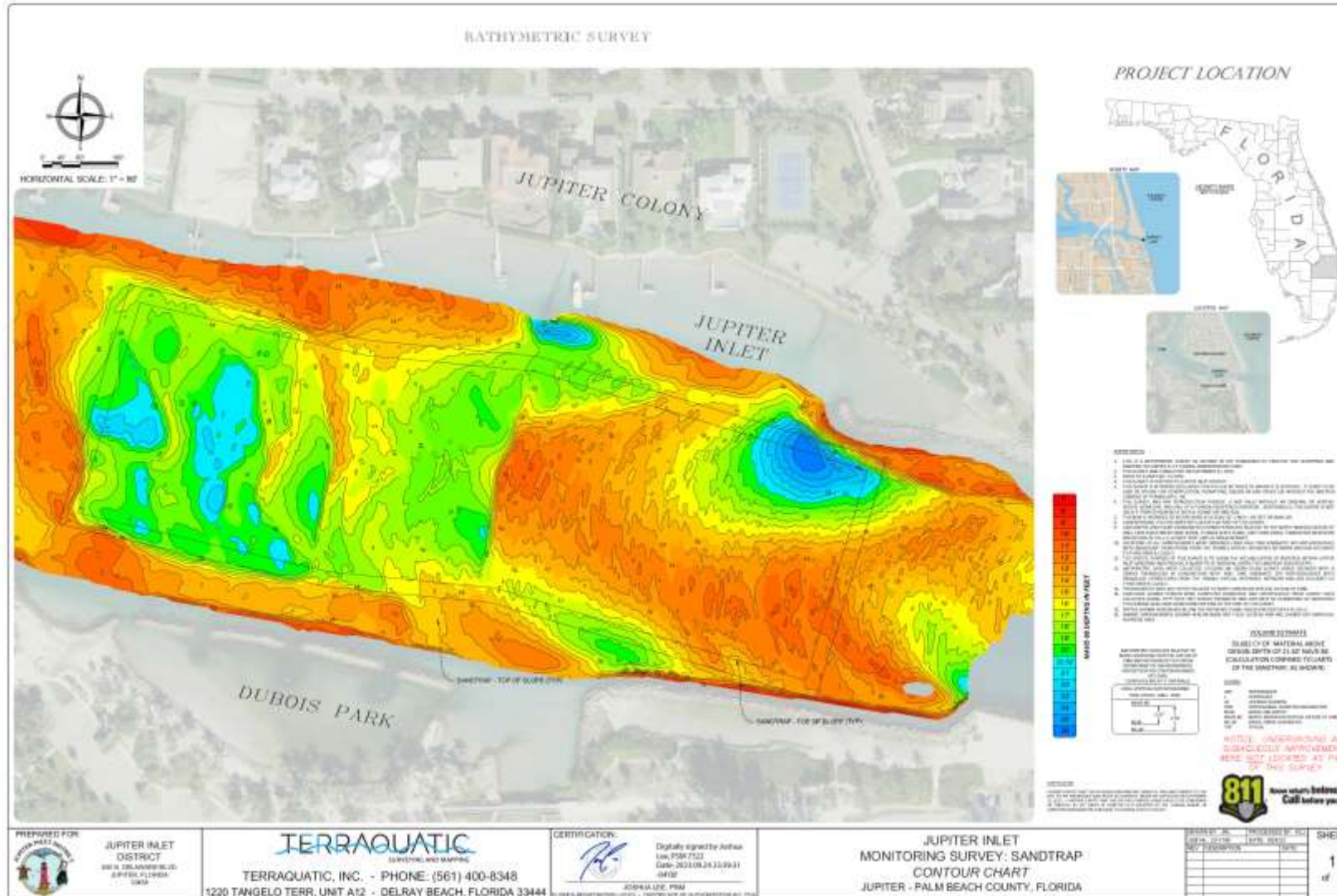
Nest relocation to Carlin Park

Post-construction beach tilling

On Beach Operations

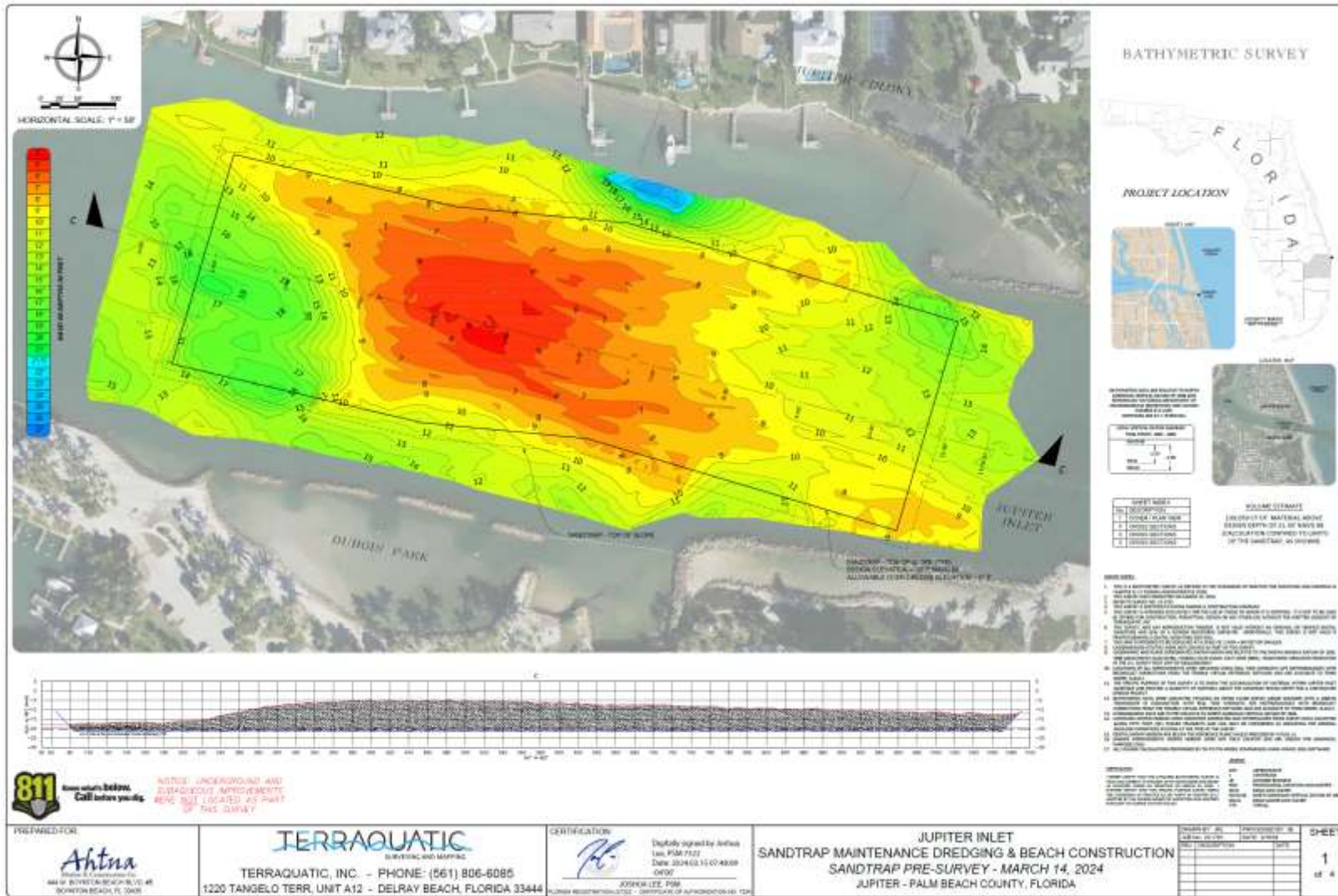


Planning survey (fall timeframe)



September 21, 2023
50,682 cy

Preconstruction Survey

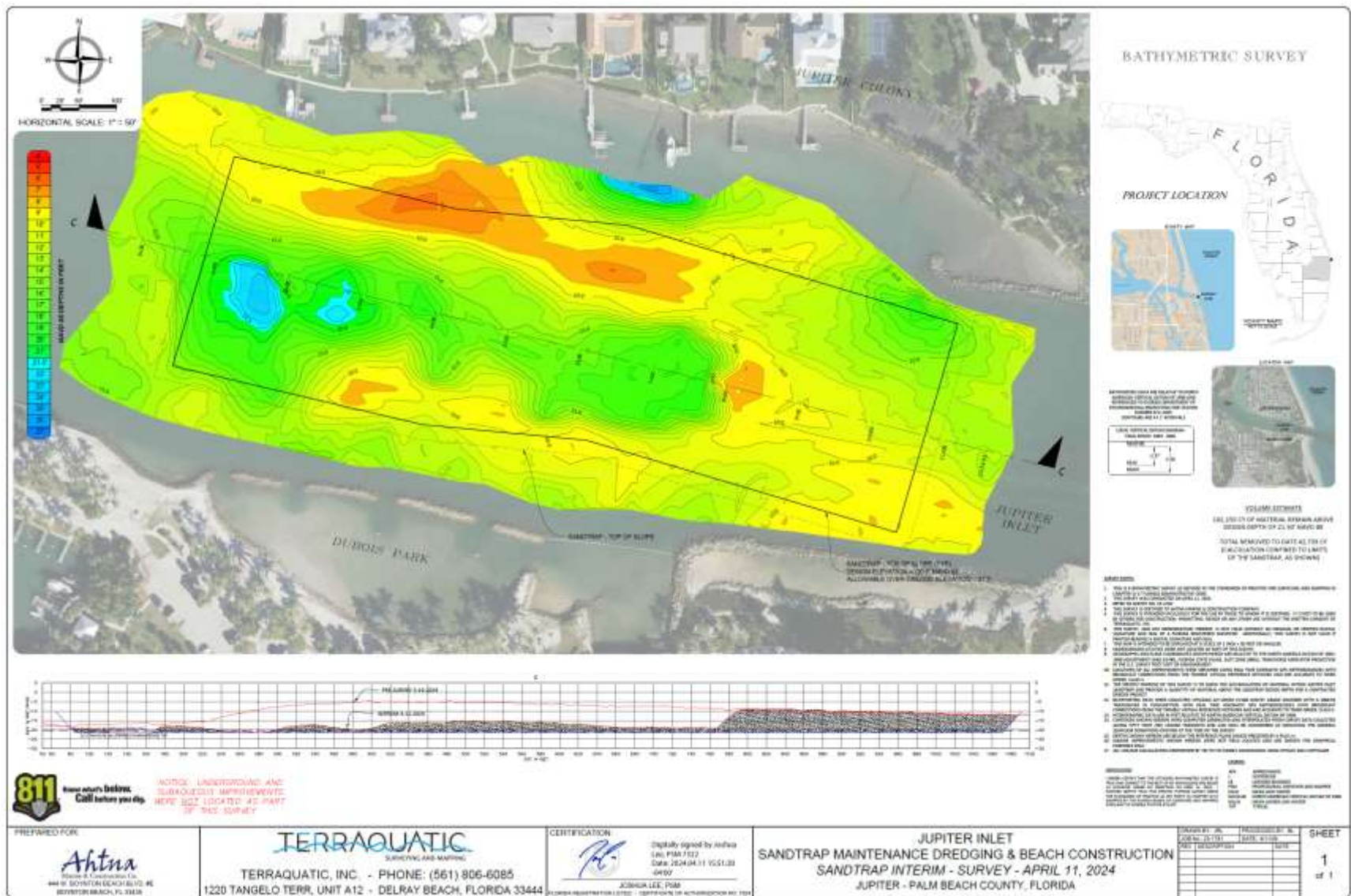


March 14, 2024
139,039 cy

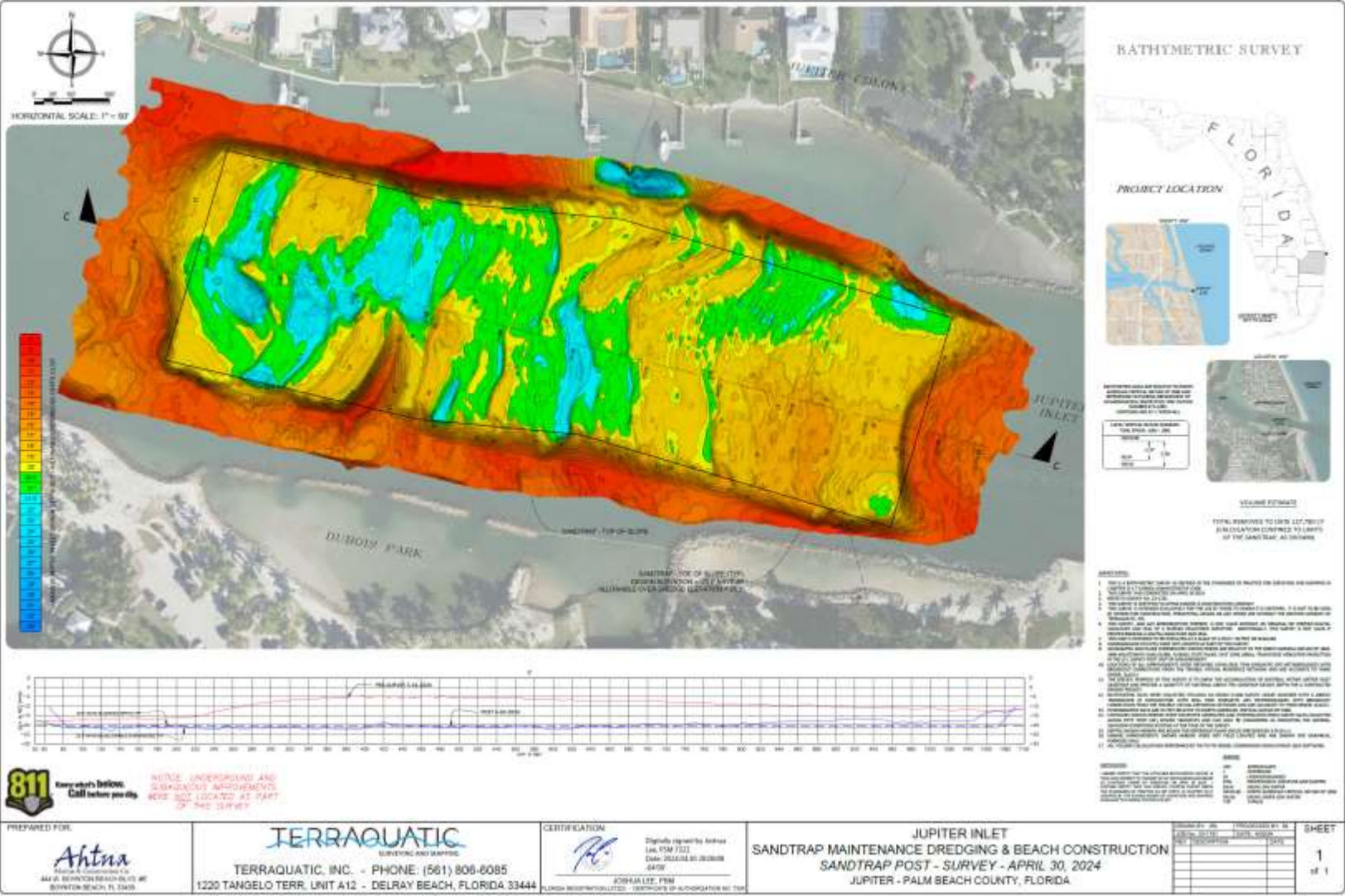
Interim Survey



April 11, 2024
102,150 cy remain
42,733 cy removed

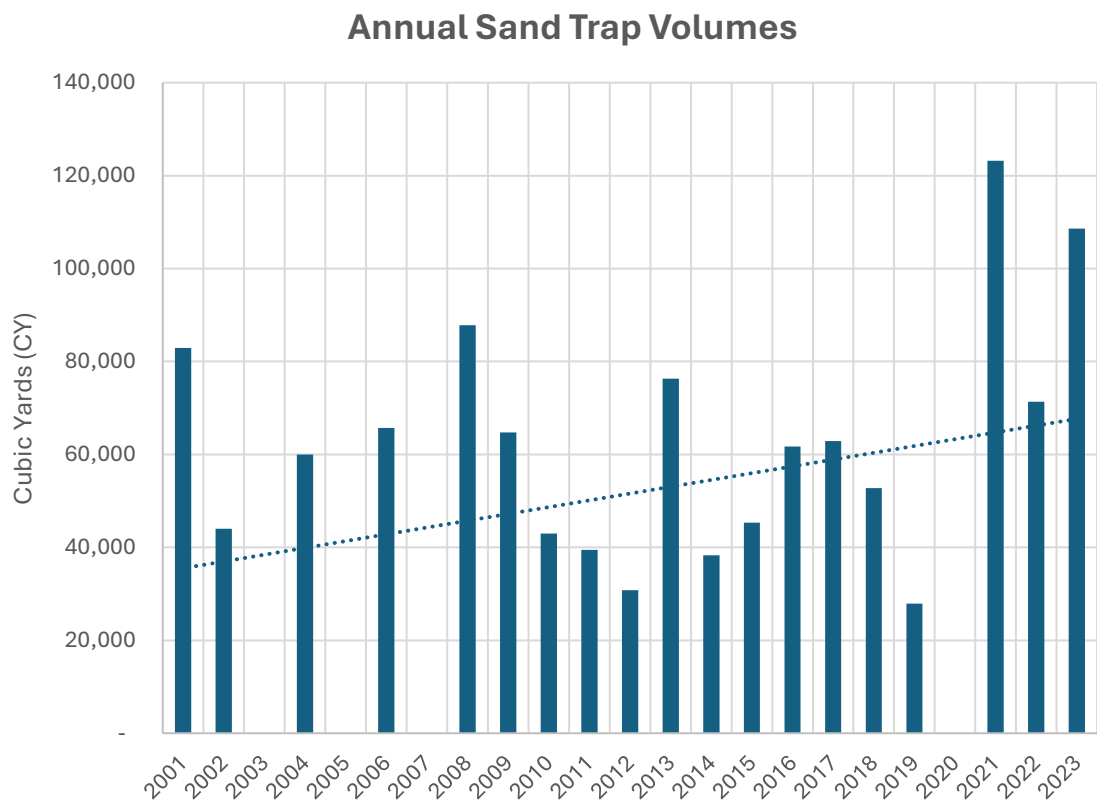


Post construction



April 30, 2024
127,780 cy
removed

Historic Volumes



Year	Volume (CY)
2023	108,580
2022	71,330
2021	123,220
2019	27,896
2018	52,751
2017	62,863
2016	61,699
2015	45,333
2014	38,284
2013	76,272
2012	30,800
2011	39,445
2010	43,000
2009	64,721
2008	87,837
2006	65,670
2004	60,000
2002	44,000
2001	82,900



Beach Conditions – July 30th





**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, JULY 16, 2024**

Mayor Kuretski called the meeting to order at 7:00 P.M.

Roll Call: Mayor Jim Kuretski; Vice-Mayor Malise Sundstrom; Councilor Ron Delaney; Councilor Andy Fore; Councilor Cameron May; Town Manager Frank Kitzerow; Town Attorney Thomas J. Baird and Town Clerk Laura Cahill.

PUBLIC HEARING

- 1. Resolution 82-24,** Approving the Truth in Millage for the preliminary millage rate for fiscal year 2025.

Mr. Scott Reynolds, Director of Finance, gave a presentation regarding the Truth in Millage (TRIM). He reviewed the property valuation increase; proposed millage rate of 2.3894 compared to the rollback rate of 2.2103; historical valuation vs. rate of increase; tax dollars paid to the Town; Staff recommendations.

Mayor Kuretski clarified the rollback rate was tied to Florida State legislation and was enacted several decades ago.

Mr. Reynolds agreed.

Mayor Kuretski explained it was a good idea when it was enacted, however overtime it had grown into a meaningless calculation.

Mr. Reynolds agreed and explained there were several items not taken into consideration, including inflation which he would like to see considered. Mr. Reynolds said the State issued the state shared revenues later every year which helped fund the operations of the Town.

Mr. Wayne Posner, resident of Carina Drive, asked Council to consider lowering the millage rate again due to the increases in property values.

Councilor Fore moved to approve Resolution 82-24; seconded by Vice-Mayor Sundstrom; motion passed.

Kuretski
Yes

Sundstrom
Yes

Delaney
Yes

Fore
Yes

May
Yes

PROCLAMATION

2. Parks and Recreation Month – July 2024 – Ms. Kristin George, Director of Parks and Recreation.

Mayor Kuretski presented the proclamation to Ms. Kristen George, Director of Parks and Recreation.

Ms. George thanked Council for recognizing the Parks and Recreation department and gave a brief overview of past and upcoming events.

Mayor Kuretski thanked Staff for their hard work on behalf of Council.

PRESENTATION

3. The Honorable Senator Gayle Harrell - Legislative Update.

Honorable Senator Gayle Harrell, gave a brief legislative update on behalf of the State which included the budget, education system, environment and beach re-nourishment, land acquisition, health and human services, State reserves, and homeowner insurance rates.

Vice-Mayor Sundstrom noted her appreciation for the Senator and thanked her for coming.

Councilor Delaney thanked the Senator for setting up an office at the Town and being available to residents.

Councilor Fore expressed his gratitude for the Senator's efforts.

Councilor May thanked the Senator for the update and recognized her hard work and contributions to the Town.

Mayor Kuretski mentioned having an office here was beneficial for the residents and highlighted the grant that was given to the Town to assist the Indiantown Road project.

CITIZEN COMMENTS

Ms. LeAnne Labeck, resident of Carver Avenue, discussed the response from the Town Attorney regarding the pending lawsuit and believed it would be beneficial for the Town to allow residents to vote.

Mr. Wayne Posner, resident of Carina Drive, thanked Council for their hard work in the Palm Beach Transportation Planning Agency (TPA) regarding Indiantown Road. He also suggested smart development throughout the Town.

Ms. Jen Kleyer, resident of Berkshire Avenue, stated her disapproval for the Jupiter Fire Rescue department, its total cost, and the consultant firm used by the Town.

Ms. Kristen Henry, resident of Majorca Way, stated she did not support Jupiter Fire Rescue and was concerned about the potential response times.

CITIZEN COMMENTS

Mr. Eric Weitze, resident of Ocean Grande Boulevard, noted the Jupiter Dog Beach was voted number one in the area. He also expressed his concern for multiple fire stations in similar locations.

MINUTES

4. June 18, 2024 Town Council Meeting Minutes and June 20, 2024 Town Council Workshop Meeting Minutes.

Councilor Delaney added on page 10, item 11 paragraph 3 the motion to not deny, he believed “not” should be deleted.

Vice-Mayor Sundstrom stated for clarification, that Council had all signaled it was a denial but there was a wording issue.

Councilor Fore moved to approve June 18, 2024 Town Council Meeting Minutes, as amended and June 20, 2024 Town Council Workshop Meeting Minutes, as amended; seconded by Vice-Mayor Sundstrom; motion passed.

Kuretski
Yes

Sundstrom
Yes

Delaney
Yes

Fore
Yes

May
Yes

CONSENT AGENDA

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- Mr. Earl Mallory and Ms. LeAnne Labeck removed item 5.
- Ms. LeAnne Labeck removed item 7.

Councilor Delaney moved to approve the Consent Agenda, as amended; seconded by Councilor Fore; motion passed.

Kuretski
Yes

Sundstrom
Yes

Delaney
Yes

Fore
Yes

May
Yes

PUBLIC HEARING

5. **Ordinance 17-24, Second Reading**, Cinquez Park Future Land Use Map (FLUM) Amendment – Application to change the Future Land Use Designation from Recreation to Public Institutional for 3.0+/- acres of property at 2183 W Indiantown Road. **MOVED TO REGULAR AGENDA**

PUBLIC BUSINESS

6. Approving a Town Council Second Budget Workshop Meeting, Thursday, August 14, 2024, at 6:30 PM.

CONSENT AGENDA

PUBLIC BUSINESS

7. **Resolution 45-24**, Approving a purchase order utilizing state term contract No. 15100000-19-1 to Pro Energy Fleet Fueling, LLC (Pro Energy) for fleet and emergency standby generator fuel in an amount not to exceed \$875,000. **MOVED TO REGULAR AGENDA**
8. **Resolution 77-24**, Declaring the Town's intent to seek reimbursement for certain capital expenditures incurred for the implementation of the Jupiter Fire Rescue Department from bond proceeds.
9. Approving an emergency purchase order for the replacement of VAV and AHU/RTU Controls for the Community Center HVAC system in an amount not to exceed \$113,500.
10. **Resolution 90-24**, Approving the award of EPW 2024-19, ACP Clay Tennis Court Fence Replacement to E&F Florida Enterprises Inc. DBA Creative Contracting in an amount not to exceed \$249,300.
11. **Resolution 91-24**, Town Hall Phase II-Demolition of the old Town Hall and Police Building, Green Space, Site Lighting and Site Work, in the amount of \$3,046,124.
12. **Resolution 95-24**, Approving the renewal for contract EPW 2022-27, Collector Roadway Lighting to The Lazarus Group, Inc. in an amount not to exceed \$295,931.60.
13. **Resolution 96-24**, Approving the authorization of Work Order No. 32 to Kimley Horn and Associates, Inc. for the Crosswalk Beacons in an amount not to exceed \$96,814.10.

END OF CONSENT AGENDA

ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA

5. **Ordinance 17-24, Second Reading**, Cinquez Park Future Land Use Map (FLUM) Amendment – Application to change the Future Land Use Designation from Recreation to Public Institutional for 3.0+/- acres of property at 2183 W Indiantown Road.

Mr. Earl Mallory, resident of Carver Avenue, asked Council to protect the Town from over development and addressed the public safety and traffic concerns regarding the proposed fire station location.

Ms. LeAnne Labeck, resident of Carver Avenue, believed the proposed location didn't qualify for a Special Exception and suggested the Town use the property owned by Loxahatchee River District (LRD) since it wouldn't have to be rezoned.

ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA

5. Ordinance 17-24

Mayor Kuretski asked Staff to share with Mr. Mallory the plans for the traffic light program and the potential changes that would impact the future. He also noted the proposed location would be servicing the same calls as the current Palm Beach County Fire Rescue Central Boulevard station.

Fire Chief Darrel Donatto stated the Town would be instituting a traffic preemption system to assist with traffic flow and promote safety for residents and firefighters.

Vice-Mayor Sundstrom asked Staff what the difference in response times were from Cinquez fire station versus the LRD site.

Fire Chief Donatto stated there was a 30 second improved response time at the Cinquez site compared to the LRD site.

Councilor Fore mentioned the location was an overall benefit to residents regarding response times.

Title read by Mr. Baird.

Councilor Delaney moved to approve Ordinance 17-24, Second Reading; seconded by Councilor Fore; motion passed.

Kuretski	Sundstrom	Delaney	Fore	May
Yes	Yes	Yes	Yes	Yes

7. Resolution 45-24, Approving a purchase order utilizing state term contract No. 15100000-19-1 to Pro Energy Fleet Fueling, LLC (Pro Energy) for fleet and emergency standby generator fuel in an amount not to exceed \$875,000.

Vice-Mayor Sundstrom moved to approve Resolution 45-24; seconded by Councilor May; motion passed.

Kuretski	Sundstrom	Delaney	Fore	May
Yes	Yes	Yes	Yes	Yes

REGULAR AGENDA

PUBLIC HEARING

14. Resolution 78-24, Jupiter Fire Rescue Department, Cinquez Station – *Quasi-Judicial* - Special Exception and Site Plan applications for a two-story Fire Station and associated improvements on 3.0 acres of property, located at 2197 W. Indiantown Road.

Ex Parte Communications:

- Councilor Delaney stated he had walked the site several times.

REGULAR AGENDA

PUBLIC HEARING

14. Resolution 78-24

Ex Parte Communications:

- Mayor Kuretski stated he walked the site on occasion and had conversations with the Town Manager in their biweekly meetings about the site plan. He also had conversations with the Town's Fire Chief today to get a better understanding about the traffic splits and the direction of travel to the historical call areas.
- Vice-Mayor Sundstrom had a one-on-one with the Fire Chief and Town Manager. She met with some of the dog park users in March or April and a meeting in mid-May with several residents on Carver Avenue with the Fire Chief and Town Manager. She also met with residents in Cinquez Park and walked the park during weekends, weekdays, and different times of the day.
- Councilor May stated he received emails from residents on Carver Avenue expressing their concerns.

The Town Clerk swore in five people.

Fire Chief Donatto, gave a presentation discussing the need for two new fire stations within the Town. He reviewed the contract with Palm Beach County and the proposed quarter of a billion in new taxes over the next 10 years for the same service. As a result, the Town Council decided to start the Town's own Fire department. He explained the fire stations locations and proximity to businesses and residence.

Fire Chief Donatto discussed the proposed site plan stating the station would be aligned with the adjacent commercial property, would preserve and enhance the large field, would preserve the ficus tree or better known as the banyan tree, and enhance the landscape along Carver Avenue, Indiantown Road, and around the station.

Mr. Doug Murray with WGI, Inc, contracted design engineers for the Town, reviewed the site plan application including the location of the proposed fire station, zoning map, new median cut for emergency signalization, parking, new park access, and expansion of the dog park. He also showed the proposed landscape plan.

Mr. Garret Watson, Principal Planner, gave a background of Council's selection of Cinquez park as the western fire station site. He stated there were concerns from residents to maintain the ficus tree, maintain and enhance open space in the park, traffic, safety on Indiantown Road, noise from the station's operations, construction impacts, and proximity and impacts to the dog park and residential area. He added the site plan was modified to ensure resident and Town Council desires were incorporated to minimize their concerns.

REGULAR AGENDA

PUBLIC HEARING

14. Resolution 78-24

Mr. Watson stated Staff made numerous recent parking observations and while parking was being reduced from 67 spaces to 57 spaces in the proposed plans, the highest demand observed was only 32 spaces. He mentioned an option to open the 11 grass parking spaces as overflow parking if the demand warranted it to be paved at a later date. He also spoke on traffic, and signage.

Mr. Watson stated the Planning and Zoning Commission recommendation of swap out four to five existing oak trees for palms, their support to leave the existing grass parking spaces north of the restroom building as grass, in lieu of paving, and to encourage signage to be oriented to Indiantown Road. He then showed renderings of the proposed fire station.

Vice-Mayor Sundstrom and Mr. Murray discussed landscaping and the line of site to the station.

Councilor May asked if Staff or the applicant looked into aligning the station exit directly onto Indiantown Road instead of Carver Avenue.

Mr. Thomas Hernandez, Director of Engineering and Public Works, stated it was entertained in the beginning but there was a concern about the east west alignment that would not allow for a fire truck to exit on to Indiantown Road and then be able to make the turn going down Bush Road which had a lot of calls.

Councilor May and Mr. Hernandez continued to discuss the alignment of the station driveway to be adjacent to Bush Road and the Florida Department of Transportation (FDOT) input and concerns.

Mayor Kuretski asked which station would have the ladder truck.

Fire Chief Donatto stated it would be at the Piatt station.

Mayor Kuretski asked if Fire Chief Donatto was confident in the end outcome of routing vehicles from the station was the best that could be provided.

Fire Chief Donatto stated they looked at a lot of options and this was the best one and was approved by FDOT.

Mr. Earl Malloy, resident of Carver Avenue, mentioned his concerns regarding traffic and fire trucks coming out onto Carver Avenue and having to make a left hand turn onto Indiantown Road.

Ms. Kahlah Labeck, resident of Jupiter, stated her concerns with the fire station location.

REGULAR AGENDA

PUBLIC HEARING

14. Resolution 78-24

Mr. Jack Labeck, resident of Carver Avenue, spoke about the fire station and the noise that could scare him and his foster kittens. He expressed concerns over potential loud noises.

Ms. LeAnne Labeck, resident of Carver Avenue, expressed her concern about a fire station being built in the neighborhood due to her family's sensitivity to noise. She asked Council to reconsider using a different site for the fire station.

Ms. Kristen Henry, resident of Majorca Way, asked what was the purpose of having two two-story fire departments and where the headquarters would be located. She also asked if Council would be recognizing Palm Beach County fire station 16 for their achievement in 2023 regarding cardiac arrests.

Mr. Wayne Posner, resident of Carina Drive, said it was unfortunate that Palm Beach Fire Rescue (PBCFR) would not negotiate to give the Town the station on Central Boulevard. He asked how high the tower height would be on the new station and commented on the design of the building.

Mr. Eric Weitze, resident of Ocean Grande Boulevard, said the residents and community needed to reach out to the County Commissioners to express concerns over spending more money on new fire station when there was already several within the Town.

Mr. Richard Dunning, resident of Jupiter Cove Drive, thanked Fire Chief Donatto and Staff for putting together the Cinquez Station plan.

Councilor May expressed concern over westbound traffic and service to western communities. He asked if a different traffic pattern could be looked into, to avoid making a U-turn and also asked for a live traffic study.

Vice-Mayor Sundstrom said she was grateful to be invited by the residents of Carver Avenue to meet and discuss the new station. She noted being grateful for the resident's comments and concerns and was thankful for the Staff taking the concerns into consideration and making the appropriate changes to the site plan.

Mayor Kuretski explained PBCFR was making the same trips now that Jupiter Fire Rescue Department (JFRD) would make when the station opened and said the traffic preemption would also help. Mayor Kuretski stated the many phases of Indiantown Road improvements which included the widening happening now by FDOT and the funding provided by the State for future improvements. He said these would help east/west movements and alleviate stress on Central Boulevard.

REGULAR AGENDA

PUBLIC HEARING

14. Resolution 78-24

Mayor Kuretski said regardless of the County or Town Fire departments, the Indiantown Road improvements needed to happen. He acknowledged the collective efforts of Staff and consultants for the improvements of the site plan location.

Councilor Delaney agreed and said the location of the station was moved further away from resident and was happy Staff listened to resident's concerns. He clarified that the banyan tree was never and would never be touched during the process. Councilor Delaney mentioned the County had several areas within Jupiter that were County owned and still would service so they would most likely be unable to turn over the fire station.

Councilor Fore said he was concerned there were some residents of Carver unaware of the incoming station and going forward possibly doing more to reach out to all residents affected. He did note the outreach by Vice-Mayor Sundstrom and Staff lead to great changes to the site plan and design.

Vice-Mayor Sundstrom moved to approve Resolution 78-24, contingent on continued Staff conversations with residents, maintaining the grass parking, and switching the oak trees to royal palm trees; seconded by Councilor Delaney; motion passed.

Kuretski
Yes

Sundstrom
Yes

Delaney
Yes

Fore
Yes

May
Yes

15. Resolution 79-24, Jupiter Fire Rescue Department, Piatt Station – *Quasi-Judicial* - Special Exception and Site Plan applications for a two-story Fire Station and associated improvements, on a 4.7± acre property, located at 500 US Highway 1.

Ex Parte Communications:

- Councilor Fore stated he had driven by the location many times.
- Councilor Delaney said he had driven by the location numerous times.
- Mayor Kuretski noted he had driven by the location various times and had seen earlier site plans during his weekly meetings with the Town Manager.
- Vice-Mayor Sundstrom stated she had driven by the location several times and had met with Fire Chief, Town Manager and the Planning and Zoning Staff.
- Councilor May said he had driven by the site countless times.

The Town Clerk swore in five people.

REGULAR AGENDA

PUBLIC HEARING

15. Resolution 79-24

Mr. Doug Murray with WGI, Inc. contracted design engineers for the Town, gave a brief presentation of the site plan application including the special exception, project location, future land use, zoning, surrounding uses, proposed site plan, parking; proposed elevations, proposed landscaping, and Staff's assessment.

Mr. Garret Watson, Principal Planner, stated the goal for the development of Piatt Place was to leave as much of the property available for future use. He said the potential future development phase would be consistent with the adopted strategic priorities to explore optional uses for the property. He discussed general entitlements for those elements, which included Riverwalk connector improvements, kayak launch, and marine environmental enhancement areas. He reviewed minor conditions which included rain garden, mangrove forest, wetland buffer, and a max signage condition of seven feet. He concluded that the site plan and special exception criteria had been met.

Councilor May asked what type of soil was on the property and would pilings be needed to secure the foundation of the fire station.

Mr. Thomas Hernandez, Director of Engineering and Public Works, stated Staff was working with Geotech to get preliminary borings and the plan was to drive piles to support the foundation. He noted design builders were told to be prepared to drive piles.

Councilor May asked if it would have additional costs.

Mr. Hernandez said the costs were included in the original estimate.

Councilor May asked if consideration was made for the firefighters who needed to travel north leaving the parking lot.

Mr. Hernandez explained the road was a Florida Department of Transportation (FDOT) road and only one median opening was allowed for emergency egress going north. He noted they would have to go south to the Harbourside signal and then turn around.

Councilor May asked if it could be revisited.

Mr. Hernandez said he could revisit with FDOT.

Vice-Mayor Sundstrom asked what the request was for the elevation, given its location and in preparation for storms.

REGULAR AGENDA

PUBLIC HEARING

15. Resolution 79-24

Mr. Hernandez said the elevation was being set at 10, and he noted the Fire Chief had requested a little higher than that. He stated he would be following up with the Fire Chief and if adjustment needed to be done then an addendum would be completed for current projects out to bid.

Councilor Fore asked if there would be runoff protection.

Mr. Hernandez noted the outside aprons would be connected to a sand-oil separator, so any runoff would not go directly into the stormwater system.

Councilor Fore asked where the Riverwalk would connect.

Mr. Hernandez said the west side of the building.

Mayor Kuretski asked if the existing sub-foundation was piled. He had wondered if those would be adequate and if those piles would be removed.

Mr. Hernandez believed the piles would cut off the piles below grade instead of remove the entire thing.

Mayor Kuretski was comforted knowing there would be more than adequate foundation.

Mr. Wayne Posner, resident of Carina Drive, supported the fire department. He thanked Deputy Chief Shaw for putting together some meetings to get feedback from residents. He stated he would like to see native landscape.

Councilor Fore stated Councilor May had made a great point regarding traveling north. He noted the use of using rain water was great and using natural vegetation when possible. He felt the design looked fantastic and fit well.

Councilor Delaney said the cisterns were always good for preserving water. He stated he looked forward to the Riverwalk connection and future discussions about a passive park and noted it was a great design.

Mayor Kuretski noted the Town asked about acquiring the Burt Reynolds station and servicing Jonathans Landing. He stated 90 percent of the calls serviced by Burt Reynolds station were within the Town, with one percent outside the Town. He said earlier plans for the site were what could happen as a park expansion with a connection to Burt Reynolds. He stated the Town offered mutual aid to the Burt Reynolds station.

REGULAR AGENDA

PUBLIC HEARING

15. Resolution 79-24

Vice-Mayor Sundstrom discussed the community rooms and community gatherings at the stations. She noted the proposed site plans having various signs placed at locations to inform residents of contact and site plan information. She was grateful for the scenic corridor, the Riverwalk connection, and spoke regarding the beauty of the area and the pedestrian access. She noted she supported the passive park uses and asked if the Council should wait until the Recreation Master Plan was finalized to have a complete picture of recreation needs. She was happy to hear about the elevations and native landscaping.

Councilor May discussed Station 18 and the County's responsibility, which included backup to Station 15 in Juno Beach, Station 19 in Town and often Station 14, when they needed resources out there. He noted the County still needed to help with their other location in the northern county, plus run their water rescue out of that station for Jupiter Inlet and County beaches.

Mayor Kuretski stated the data was from what the County had provided the Town regarding what the Town pays for services. He said there was an understanding of providing mutual aid to save the County money.

Councilor Delaney moved to approve Resolution 79-24; seconded by Councilor May; motion passed.

Kuretski
Yes

Sundstrom
Yes

Delaney
Yes

Fore
Yes

May
Yes

REPORTS

TOWN ATTORNEY - NONE

TOWN MANAGER

- Parks and Recreation department – Mr. Kitzerow acknowledged Parks and Recreation Staff efforts and that Summer camp was in full swing.
- Connect with Council – Mr. Kitzerow reminded Council there was a Connect with Council on July 26th 9:00am at the Jupiter Community Center.
- Quiet Zones - Mr. Kitzerow acknowledged Mr. Thomas Hernandez and his team. He stated the official notice was sent to the Federal Railroad Administration (FRA) ON July 5th. He added the Community Relations team was working on an outreach and education plan to inform the public about the quiet zones and safety.
- A1A Roundabout - Mr. Kitzerow also acknowledged Mr. Thomas Hernandez and his team for the A1A Roundabout progress.

REPORTS

TOWN MANAGER

- Deep Injection Well - Mr. Kitzerow stated the contractor was ready to complete the final equipment connections on safety check test and begin drilling on July 23rd.
- Roger Dean Stadium (RDS) - Mr. Kitzerow mentioned RDS was continuing their renovations and the Town received five permit applications for renovations on the new Marlin's player development building, new Cardinal's player development building, new Cardinal's batting tunnels, and a new maintenance storage building.
- Long Term Employee - Mr. Kitzerow acknowledged Ms. Elisa Madden who celebrated her 30 years of service to the Town.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

COUNCILOR FORE

- Parks and Recreation – Councilor Fore gave kudos to the Parks and Recreation department. He also mentioned their bicycle safety course and asked if e-bikes could be included.
- Emergency Call Button – Councilor Fore asked the Town to consider putting an emergency call button at Cinquez park and the Burt Reynold's boat ramps.

COUNCILOR DELANEY

- Quiet Zone - Councilor Delaney stated it was great news regarding the quiet zones.

MAYOR KURETSKI

- Quiet Zone update for surrounding municipalities – Mayor Kuretski asked for a status update for Palm Beach Gardens and Tequesta.
- Emergency Call Button – Mayor Kuretski stated it would be up to the County to add the call buttons to the park but stated he did not have any issues with it.
- Town Manager's Performance Evaluation – Mayor Kuretski stated it was not difficult to start a list of his achievements and that he met or exceeded all expectations. He stated the review period was from June 1, 2023 to May 31, 2024. He read from the performance evaluation stating the most noteworthy and commendable achievement was the Fire Rescue Services Cost Containment. He continued that the Town Manager provided the valid cost basis opinions for two viable service provider options, and implementation feasibility assessments for the JFRD option. That information was crucial and enabled the Council to make the policy decision to create the JFRD. He added that it mitigated the County's Fire Rescues' ultimate goal for a \$250 million ad valorem tax increase burden upon Jupiter residents and businesses for a 10-year period. Mayor Kuretski continued that avoidance of the extraordinary ad valorem tax hike would not have been possible without the leadership efforts of the Town Manager and certain members of his Staff.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

MAYOR KURETSKI

Mayor Kuretski stated he was ready to discuss the appropriate compensation for the Town Manager's efforts over the last year at tonight's meeting or at the next meeting.

Vice-Mayor Sundstrom stated she'd be ready for the next meeting.

VICE-MAYOR SUNDSTROM

- Florida League of Cities Voting Delegate – Vice-Mayor Sundstrom asked for Council's approval to be the Town's voting delegate at the Florida League of Cities Annual meeting. Council agree unanimously.
- Fire Rescue Information - Vice-Mayor Sundstrom stated she was appreciative for all the information about the Fire Rescue available to residents through tonight's discussion and beyond. She also stated she was glad the emergency call buttons on boat ramps or in general was mentioned.

Vice-Mayor Sundstrom added she loved the Jupiter Fire Rescues ability to work with other Town departments and cross pollinate ideas to make efficient, effective use of resources for the benefit of residents.

Vice-Mayor Sundstrom expressed her appreciation to Councilor May for understanding Council's obligation to be ready for October 1, 2026. She thanked him and noted he had added a lot of value.

COUNCILOR MAY

- Lightning Alarms – Councilor May asked Staff to research adding lightning alarms to every park within the Town that had sports.
- 550 Bush Road – Councilor May stated 550 Bush Road was up for sale and asked the Staff to investigate purchasing the property using the Open Space Bond for preservation.

Mayor Kuretski stated he was not interested in paying such an inflated price for the property.

Council discussed the history and information regarding purchasing the property.

ADJOURNMENT - 10:21 P.M.

Laura Cahill, Town Clerk

TOWN OF JUPITER

Approving a Contract to Allied Universal Corporation for Supplying Liquid Chlorine for an amount of \$1,569.20 per ton



DATE	August 8, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 83-24: Approving a contract to Allied Universal Corporation for Supplying Liquid Chlorine (W2502A) for an amount of \$1,569.20 per ton

EXECUTIVE SUMMARY

Resolution 83-24 provides for award of a contract with Allied Universal Corporation for supplying liquid chlorine (W2502A) to Jupiter's water treatment plant for Fiscal Year (FY) 2025, at a unit cost of \$1,569.20 per ton.

Disinfection of drinking water is required by regulations of the United States Environmental Protection Agency (USEPA) and the Florida Department of Environmental Protection (FDEP). Liquid chlorine is one of the disinfection products used by the Town's water treatment plant to comply with primary disinfection regulations.

A contract for Supplying Liquid Chlorine (W2505A) was publicly advertised for competitive bids on May 26, 2024, in accordance with the Town's purchasing policy. On June 25, 2024, two bids were received and opened publicly. The lowest bid was submitted by Allied Universal Corporation for a unit price of \$1,569.20 per ton. Allied Universal's bid unit price is 5.4% lower than the 2nd bidder. A detailed bid tabulation is attached. Allied Universal's bid unit price for liquid chlorine is 10.8% lower than the current (FY2024) contract unit price of \$1,759.50 per ton. A table of historical chemical costs is attached for reference.

Allied Universal's bid was reviewed and found to be responsive to the bid requirements. Allied Universal Corporation has supplied the Town's Water Utility with water treatment chemicals in past years, and is the current (FY2024) supplier of liquid chlorine to the Town's water treatment plant. Allied Universal has provided the Town with acceptable service and product, fulfilling their contractual obligations.

Funding for this contract is provided in the proposed FY2025 Water Utility Operating budget. Based on an estimated annual quantity of 436 tons of liquid chlorine, the annual value of this contract is estimated to be \$684,171.20.

The contract consists of an initial one (1) year term from October 1, 2024 thru September 30, 2025, and contains provisions for renewal by change order for two individual and consecutive one-year terms. Unit pricing for the initial one-year term is fixed, while annual renewals are subject to unit price adjustment based on the annual percentage change in the Producer Price Index (PPI) Commodity data for Chemicals and Allied Products.

ANALYSIS

A review of Allied Universal Corporation's bid submitted on June 25, 2024 for Supplying Liquid Chlorine (W2502A) to Jupiter's water treatment plant for FY2025 (October 1, 2024-September 30, 2025), concluded that their bid is responsive to the bid requirements and suitable for award. Allied Universal's bid in the amount of \$1,569.20 per ton was the lowest bid received. Allied has supplied liquid chlorine to the Town's water treatment plant in the past and is the current (FY2024) supplier of liquid chlorine. Based on the estimated chlorine demand (436 tons) by the water treatment plant for FY2025 and Allied Universal's bid unit price, the estimated annual cost for liquid chlorine in FY2025 is expected to be \$684,171.20. The contract contains provisions for up to two individual and consecutive annual renewals, subject to price adjustment based on the annual percentage change in the PPI.

STRATEGIC PRIORITY

- Fiscal Responsibility

ATTACHMENTS

1. Resolution 83-24
2. Bid Tabulation for Liquid Chlorine (W2502A)
3. Table of Historical Chemical Bid Costs
4. W2502A Allied Universal Corporation Bid Proposal
5. W2502A Allied Universal Corporation Contract Agreement

FUNDING SOURCE

Proposed in FY25 Operating Budget	\$734,385.00	Sources: Proposed FY 2025 Water Enterprise Operating Budget
Additional Funding Requested	\$	Sources:

For more information or to request attachments, please contact Haley Johnson at HaleyJ@jupiter.fl.us and/or 561-741-2469.

RESOLUTION NO. 83-24

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING
THE MAYOR TO EXECUTE A CONTRACT FOR
SUPPLYING LIQUID CHLORINE TO THE TOWN'S WATER
TREATMENT PLANT**

WHEREAS, the Town of Jupiter Water Utility currently owns, operates, and maintains a 13.7 million gallon per day (mgd) reverse osmosis water treatment facility, a 14.5 mgd nanofiltration water treatment facility, and a 1.8 mgd anion exchange water treatment facility each of which use various chemicals in the treatment process to produce drinking water in compliance with all regulatory requirements; and

WHEREAS, the Town of Jupiter has prepared and competitively bid contracts which set forth the scope of work and responsibilities of each chemical supplier; and

WHEREAS, the lowest responsive bid received by the Town on June 25, 2024, for supplying liquid chlorine was submitted by Allied Universal Corporation in an amount of \$1,569.20 per ton, estimated to be \$684,171.20 annually, based on an estimated chlorine demand of 436 tons per year; and

WHEREAS, the bid for supplying liquid chlorine submitted by Allied Universal Corporation is responsive to the bid requirements and suitable for award for the initial one-year term, beginning October 1, 2024 and ending September 30, 2025, and subsequent annual renewals as provided for in the contract; and

WHEREAS, the Town has budgeted funds in the Water Enterprise Fiscal Year 2025 Operating Budget for the supply of the water treatment chemical to be supplied as part of this contract.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF JUPITER, FLORIDA:**

Section 1. The contract between the Town of Jupiter and Allied Universal Corporation for supplying liquid chlorine (W2502A) to the Town's Water Utility is hereby accepted.

Section 2. The Mayor is authorized and directed to execute said contract on behalf of the Town.

Section 3. Upon the acceptance and execution of the contract, Allied Universal Corporation shall be responsible for carrying out all responsibilities which have been established therein.

Section 4. This Resolution shall take effect immediately upon its execution.

8/8/2024

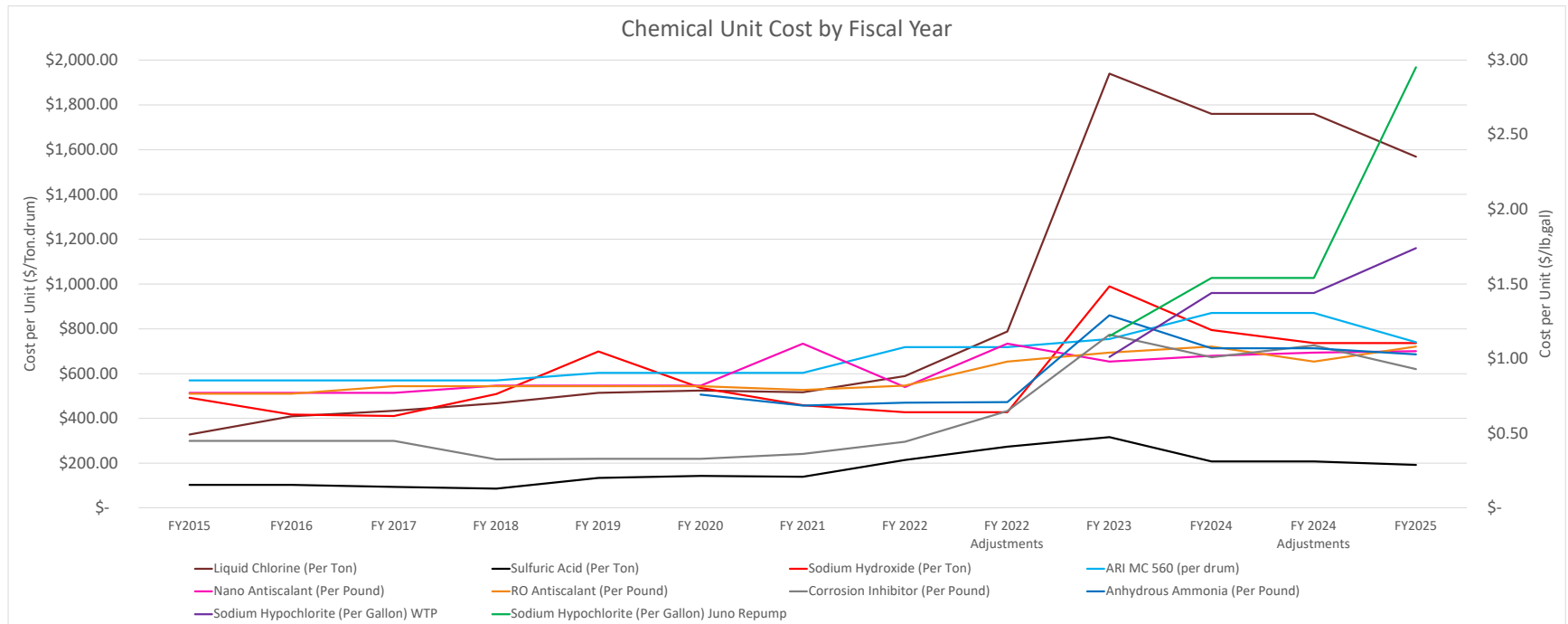


Town of Jupiter Utilities
Contract for Supplying Liquid Chlorine (W2502A)

June 25, 2024 2:00PM Bid Opening

SUPPLIER				ALLIED UNIVERSAL CORPORATION		BRENNTAG MID-SOUTH, INC.	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BID ITEMS							
1	Liquid Chlorine Unit Price (F.O.B.)	436	tons	\$1,569.20	\$684,171.20	\$1,659.00	\$723,324.00
2	Freight (F.O.B.)	436	tons	\$0.00	\$0.00	\$0.00	\$0.00
Total Bid Unit Price F.O.B. (\$/ton): (Item Nos. 1-2) =				\$1,569.20		\$1,659.00	
Total Estimated Annual Chemical Cost (F.O.B.): (Item Nos. 1-2) =				\$684,171.20		\$723,324.00	

Chemical	FY2015	FY2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2022 Adjustments	FY 2023	FY2024	FY 2024 Adjustments	FY2025	Variance FY24 to FY25 Bids	FY24 to FY25 % Change
Nano Antiscalant (Per Pound)	\$ 0.77	\$ 0.77	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 1.10	\$ 0.81	\$ 1.10	\$0.98	\$1.02	\$1.04	\$1.05	\$0.03	2.94%
RO Antiscalant (Per Pound)	\$ 0.77	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.79	\$ 0.82	\$ 0.98	\$1.04	\$1.08	\$0.98	\$1.08	\$0.00	0.00%
Liquid Chlorine (Per Ton)	\$ 327.00	\$ 410.00	\$ 434.00	\$ 467.93	\$ 514.06	\$ 524.00	\$ 517.00	\$ 589.30	\$ 787.71	\$ 1,939.00	\$ 1,759.50	\$ 1,759.50	\$ 1,569.20	(\$190.30)	-10.82%
Sulfuric Acid (Per Ton)	\$ 103.00	\$ 102.99	\$ 94.50	\$ 86.50	\$ 134.00	\$ 143.50	\$ 139.50	\$ 215.00	\$ 273.94	\$ 316.50	\$ 207.50	\$ 207.50	\$ 193.00	(\$14.50)	-6.99%
Sodium Hydroxide (Per Ton)	\$ 492.00	\$ 416.91	\$ 410.00	\$ 508.72	\$ 699.00	\$ 536.00	\$ 458.00	\$ 427.00	\$ 427.00	\$ 989.00	\$ 795.00	\$ 736.20	\$ 736.20	(\$58.80)	-7.40%
Corrosion Inhibitor (Per Pound)	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.33	\$ 0.33	\$ 0.33	\$ 0.36	\$ 0.44	\$ 0.65	\$ 1.16	\$ 1.01	\$ 1.09	\$ 0.93	(\$0.08)	-7.92%
Anhydrous Ammonia (Per Pound)						\$ 0.76	\$ 0.69	\$ 0.71	\$ 0.71	\$ 1.29	\$ 1.07	\$ 1.07	\$ 1.03	(\$0.04)	-3.74%
Sodium Hypochlorite (Per Gallon) WTP										\$ 1.01	\$ 1.44	\$ 1.44	\$ 1.74	\$0.30	20.83%
Sodium Hypochlorite (Per Gallon) Juno Repump										\$ 1.15	\$ 1.54	\$ 1.54	\$ 2.95	\$1.41	91.56%
ARI MC 560 (per drum)	\$569.00	\$569.00	\$569.00	\$569.00	\$603.00	\$ 603.00	\$ 603.00	\$ 719.00	\$ 719.00	\$ 755.00	\$ 870.00	\$ 870.00	\$ 740.00	\$ (130.00)	-14.94%



Bid Proposal

Bidding Company Name: Allied Universal Corporation

Town of Jupiter Utilities
210 Military Trail
Jupiter, FL 33458

Gentlemen:

The undersigned, as Bidder, hereby declares that the only Persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, detailed Specifications, and that Bidder has read all addenda issued prior to the opening of Bids; and that Bidder has fully examined the site and the project documents and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to fulfill the requirements of the proposed contract.

It is proposed that the contract herein described shall be supplied for the guaranteed Unit Prices as follows, all in accordance with the requirements and provisions of the Bidding/contract Documents. Quantities provided are one (1) year estimates, based on projected water production demands. Actual quantities supplied under this contract from those estimated herein. OWNER will only pay for actual quantities supplied and found to be acceptable, in OWNER's sole opinion. Bidder must complete the Bid Form in its entirety. Bid pricing quoted in the submitted Bids shall be firm and guaranteed for the initial contract term. Unit price adjustments shall be considered for annual contract renewals and stipulated in the agreement/contract provision.

The undersigned further declares that SUPPLIER proposes to furnish the item(s) called for within the specified time in this Proposal for the Unit Prices stated on the Bid Form-Bid Schedule of Values.

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Bid Schedule of Values
Contract for Supplying Liquid Chlorine (W2502A)

Initial Contract Term, 1-year (October 1, 2024 – September 30, 2025)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
Delivery Location: Jupiter Water Treatment Facility, 17403 Central Boulevard, Jupiter, FL 33458					
1	Liquid Chlorine Unit Price (F.O.B.)	436	tons	\$1,569.20	\$684,171.20
2	Freight (F.O.B.)	436	tons	\$ included	\$ -----
Total Bid Unit Price F.O.B. (\$/ton): (Item Nos. 1-2) =				\$1,569.20	
Total Estimated Annual Chemical Cost (F.O.B.): (Item Nos. 1-2) =					\$684,171.20

Total Bid Unit Price F.O.B., \$/ton (Item Nos. 1-2) in Words: _____
 One Thousand Five Hundred Sixty-nine and Twenty Cents

Total Estimated Annual Chemical Cost (F.O.B.) based on 436 tons in Words: _____
 Six Hundred Eighty-four Thousand One Hundred Seventy-one and Twenty Cents

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Qualification Requirements

(Complete these pages entirely and include with Sealed Bid.)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

A. Any information for which OWNER cannot corroborate is grounds for rejection of Bid. (Use additional sheets as needed to provide the required information.)

1. State the numbers of years your organization has been doing business in the State of Florida: 70

2. Has Bidder ever failed to perform satisfactorily under a previous contract for the Town or other entity? If so, provide explanation.

Yes, City of Stuart. See attached

3. State the location of the office from which this contract will be managed.

3901 NW 115 Ave Miami, FL 33178

4. Provide the name of Bidder's Contract Manager who will be assigned to this contract, if awarded.

Dan DeBeau Region, Operations Manager

5. Provide the company name and contact information of the Bidder's sub-contractor to be used for chemical transportation, hauling and delivery, if applicable. If the Bidder provides chemical transportation, hauling and delivery then mark this section as "Self-Perform"

Not Applicable

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Qualification Requirements (Continued)

6. Only Bidders and Subcontractor(s) who are deemed qualified by OWNER, at OWNER's sole discretion, will be considered for contract award. Failure to provide previous experience and qualification information requested by the Bidding Documents with the Bidder's Sealed Bid, or if the OWNER cannot corroborate the previous experience and qualification information submitted by Bidder in Bidder's Sealed Bid, may result in Bid disqualification.

NOTE: Bidder shall complete and submit with the Sealed Bid the following Bidder Qualification forms for the chemical SUPPLIER and company sub-contracted for chemical transportation, hauling and delivery, if applicable. All information requested on the forms shall be provided in sufficient detail for OWNER to perform a comprehensive review of the Bid. For the chemical SUPPLIER, provide previous experience and qualifications for at least five (5) references completed over the past five (5) years. For sub-contractors, provide previous experience and qualifications for at least three (3) references completed over the past three (3) years. Bidders may provide additional information to assist OWNER in evaluating previous experience and qualifications. Copy the forms and attach additional pages as needed.

NOTE: In order to be deemed acceptable for the purpose of determining Bidder Qualification, similar projects shall be listed on the following forms and have all information completed (blanks correctly filled in)

7. BIDDER shall demonstrate the ability to supply the required chemical at the estimated quantities, unit prices and terms for the duration of the Contract. List ALL Contracts awarded within the last five years that were terminated in advance on the completion date as a result of the BIDDER's inability to satisfy their obligations under the terms of the Contract. Attach additional pages as needed:

No contracts have been terminated in the past 5 years, see attached

CONTRACT NAME: _____

OWNER NAME/CONTACT INFO: _____

CONTRACT COMPLETION DATE: _____

ACTUAL COMPLETION DATE: _____

8. List ALL Contracts within the past five years (underway or completed) in which adverse litigation, including but not limited to mediation, involving the OWNER, occurred, either directly or indirectly with the Bidder or his/her subcontractors. Attach additional pages as needed:

As to Bidder's contracts within the past five years for sale of Bidder's products/services: None

PROJECT: _____

OWNER: _____

TYPE OF
LITIGATION: _____

REASON FOR LITIGATION: _____

9. A copy of Bidder's most recent audited financial statement may be requested as additional information after bids are received during the bid evaluation process. See attached

Qualification Requirements (Continued)

As Bidder, we certify the following:

(1) NAME & LOCATION OF CONTRACT: Florida Keys Aqueduct (FKAA)

OWNER CONTACT NAME AND PHONE NUMBER: Mary Anne Clothier (786) 349-6511/mclothier@fkaa.com

NAME OF CHEMICAL SUPPLIED: Chlorine

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 400 Tons

CONTRACT VALUE: Over \$1 million

CONTRACT START AND COMPLETION DATES: 4/24 - On-going

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

(2) NAME & LOCATION OF CONTRACT: City of Naples

OWNER CONTACT NAME AND PHONE NUMBER: Barry J. Stein (239) 213-4732 / bstein@naplesgov.com

NAME OF CHEMICAL SUPPLIED: Chlorine

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 385 Tons

CONTRACT VALUE: \$942,865

CONTRACT START AND COMPLETION DATES: 10/22 - On-going

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

Qualification Requirements (Continued)

(3) NAME & LOCATION OF CONTRACT: City of Albany

OWNER CONTACT NAME AND PHONE NUMBER: Andy Griffis (229) 430-5264 / agriffis@dougherty.ga.us

NAME OF CHEMICAL SUPPLIED: Chlorine

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 120 Tons

CONTRACT VALUE: \$223,800

CONTRACT START AND COMPLETION DATES: 5/22 - On-going

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

(4) NAME & LOCATION OF CONTRACT: City of Laurel

OWNER CONTACT NAME AND PHONE NUMBER: Blake Smith (601) 270-7689 / Blake.smith@suez.com

NAME OF CHEMICAL SUPPLIED: Chlorine

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 22 Tons

CONTRACT VALUE: \$54,890

CONTRACT START AND COMPLETION DATES: 1/23 - On-going

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

Qualification Requirements (Continued)

(5) NAME & LOCATION OF CONTRACT: Shelby County

OWNER CONTACT NAME AND PHONE NUMBER: Michael Cain, 305-670-6540 / mcain@shelbyal.com

NAME OF CHEMICAL SUPPLIED: Chlorine

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 45 Tons

CONTRACT VALUE: \$99K

CONTRACT START AND COMPLETION DATES: 11/23 - On-going

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

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Proposal (Continued)

If awarded the Contract, the undersigned agrees to execute the attached Agreement/Contract within fifteen (15) calendar days from the date set forth in the Notice of Intent to Award or Notice of Award, whichever one is received first.

The undersigned understands and accepts that the Contract commences on October 1, 2024 and continues for one year, ending September 30, 2025. The undersigned understands and accepts that the OWNER may elect to commence the Contract prior to October 1, 2024 and that the Contract expiration dates will remain as stated.

The undersigned agrees that all bid documents issued for this Contract, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of _____ (insert number) Addenda for this Bid.

The undersigned acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfers (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.

The undersigned understands and accepts that OWNER will issue a Contract number in October of the contract period for the estimated annual quantity at the Total Estimated Bid Price (F.O.B.), based on Bid Unit Pricing and the estimated quantities on the Bid Form. Payment to the SUPPLIER will be based on bid/contract unit pricing F.O.B. (per ton) as indicated on the bid form, which will become the contract schedule of values for payment purposes. Payment will be made based on actual quantities delivered to OWNER and received in place for use by the OWNER. Supplier understands Unit Prices submitted with their bid shall remain in effect for the duration of the initial contract term; no price adjustments shall be considered during the initial contract term.

The undersigned is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

The undersigned states that this bid proposal is the only proposal for this project in which he is interested and certifies that all of the information provided in this bid proposal is true and correct.

SUBMITTAL DATE June 18th, 2024

FIRM NAME Allied Universal Corporation

BUSINESS ADDRESS 3901 NW 115 Ave Miami, FL 33178

BUSINESS TELEPHONE (305) 888-2623

FIRM'S FEIN 59-0776285

SIGNATURE OF RESPONSIBLE OFFICIAL _____



PRINT NAME AND TITLE Cristhianne Munguia, Bid Coordinator

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL Bids@Allieduniversal.com

STATE OF INCORPORATION Florida

FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

Jim Palmer, President - CEO., 3901 NW 115 Ave Miami, FL 33178

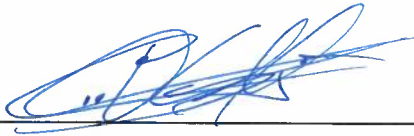
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Contractor E-Verify Affidavit

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

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

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



Print Name: Cristhianne Munguia

Date: June 18th, 2024

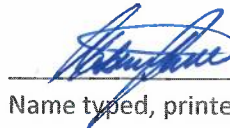
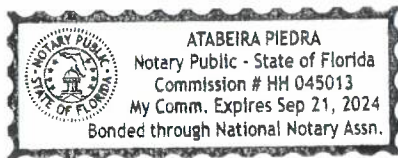
STATE OF FLORIDA

COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 6/18/24 (date) by Cristhianne Munguia, Bid Coordinator (name of officer or agent, title of officer or agent) of Allied Universal Corporation (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced personally known (type of identification) as identification.

[Notary Seal]

Notary Public



Name typed, printed or stamped

My Commission Expires: Sept. 21, 2024

*** Allied Universal Corp. does not use Subcontractors ***

Subcontractor E-Verify Affidavit

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

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

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

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

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

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires:

Sworn Statement

PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

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 Town of Jupiter
[print name of the public entity]

by Cristhianne Munguia, Bid Coordinator
[print individual's name and title]

for Allied Universal Corporation
[print name of entity submitting sworn statement]

whose business address is 3901 NW 115 Ave Miami, FL 33178

and (if applicable) its Federal Employer Identification Number (FEIN) is:
59-0779285

(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.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. 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.

5. 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.
6. 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.]**

☒ Neither the entity submitting this sworn statement, nor any 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 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 THIS 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]

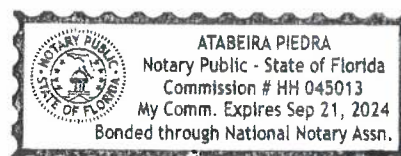
Sworn to and subscribed before me this 18 day of June, 2024

Personally known Christianne Munguia

OR Produced identification _____ Notary Public – State of Florida

My commission expires September 21, 2024


(Printed typed or stamped commissioned name notary public)





Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

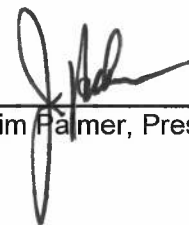
RESOLVED that Cristhianne Munguia, Bid Coordinator for Allied Universal Corporation, be authorized to sign and submit the Contract of this corporation for the following project:

Supply and Delivery of Chlorine to the Town of Jupiter.

This bid or proposal shall include any other certificate of certification, which may be required by general municipal, state, or federal law(s). Such inclusion shall be the act and deed of this corporation, and for any inaccuracies or misstatements in such certificates or certifications this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 11th day of June 2024.

(Seal of Corporation)



Jim Palmer, President - CEO

8350 NW 93 Street
Miami, Florida 33166
AUC Medley- 305-888-2623

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC Jacksonville- 904-619-6180

9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC Ft. Pierce- 772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
AUC Ellisville - 601-477-2550

9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 Ft. Pierce - 772-464-6195

204 SCM Road
Brunswick, GA 31525
AUC Brunswick - 912-267-9470

2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2 Manatee - 941-803-4457



Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

EXPERIENCE & AFILIATES

June 2024

Allied Universal Corporation is a privately owned company, which has been in business since 1954. Our Corporate Headquarters is located at 3901 N.W. 115 Avenue, Miami, FL 33178.

There are presently 7 delivery locations. In the following we also package Chlorine Gas and manufacture Sodium Hypochlorite. Miami, FL; Ft. Pierce, FL; Palmetto, FL; Brunswick, GA and Ellisville, MS. The following are our Terminals: Jacksonville, FL and Dothan, AL

We have serviced Utilities and Municipalities, in 22 states, for over 60 years. We also distribute other water treatment chemicals, swimming pool chemicals, and some chemicals for industrial use.

The delivering facility which will supply the Town of Jupiter is our Medley, FL facility by our affiliate company, Transportation Services Unlimited, with a dedicated fleet of over 100 tractors and tankers, with an employee complement of approximately 275 people.

The Medley, FL facility is located at 8350 NW 93 Street, Miami, FL 33166. With normal delivery lead time of 3 work days. Contact name for all deliveries is Frances Mendez, phone number (305) 888-2623 Ext.0203, e-mail medleydispatch@allieduniversal.com She is available from 6:30 a.m. until 3:30 p.m.

Other key personnel is: Dan DeBeau Region 1. Operations Manager (305) 888-2623, Ext. 0201 or 772.242.9727 x 0601. C: 309.213.4936

If you have any questions or concerns on any of this information, please contact Cristhianne Munguia, Bid Coordinator, Allied Universal Corporation, 3901 N.W. 115 Avenue, Miami, FL 33178, phone number (305) 888-2623/Ext. 0125; E-Mail, Bids@Allieuniversal.com

Allied Universal Corporation

Cristhianne Munguia
Bid Coordinator

8350 NW 93 Street
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2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2 Manatee - 941-803-4457

SAFETY DATA SHEET

1. Identification

Product identifier	Chlorine
Other means of identification	
SDS number	AUC-005
Synonyms	Liquid Chlorine * Elemental Chlorine * Molecular chlorine * Compressed Chlorine Gas
Recommended use	Production of chlorinated inorganic and organic chemicals; bleaching agent for paper, textiles and fabrics; used in water purification, sewage disinfection and food processing.
Recommended restrictions	Professional use only
Manufacturer/Importer/Supplier/Distributor information	
Manufacturer	
Company name	Allied Universal Corporation
Address	3901 N.W. 115th Avenue Miami, FL 33178 United States
Telephone	General: 1-305-888-2623 24-Hour alert: 1-786-522-0207
Website	www.allieduniversal.com
E-mail	Not available.
Contact person	Operations Department
Emergency phone number	CHEMTREC 1-800-424-9300 (US/Canada) +01 703-527-3887 (International)
Supplier	Refer to Manufacturer

2. Hazard(s) identification

Physical hazards	Oxidizing gases	Category 1
	Gases under pressure	Liquefied gas
Health hazards	Acute toxicity, inhalation	Category 2
	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	Hazardous to the aquatic environment, acute hazard	Category 1
OSHA defined hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
Label elements		



Signal word	Danger
Hazard statement	May cause or intensify fire; oxidizer. Contains gas under pressure; may explode if heated. Causes severe skin burns and eye damage. Fatal if inhaled. May cause respiratory irritation. Very toxic to aquatic life.
Precautionary statement	
Prevention	Keep/Store away from clothing and other combustible materials. Keep reduction valves free from grease and oil. Do not breathe gas. Use only outdoors or in a well-ventilated area. Wear respiratory protection. Wash hands and face thoroughly after handling. Wear protective gloves/clothing and eye/face protection. Avoid release to the environment.

Response	Specific treatment is urgent (see this label). IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. Wash contaminated clothing before reuse. IF INHALED: Remove person to fresh air and keep comfortable for breathing. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. In case of fire: Stop leak if safe to do so. Collect spillage.
Storage	Store in a well-ventilated place. Keep container tightly closed. Store locked up. Protect from sunlight.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNO C)	No OSHA defined hazard classes. Other hazards which do not result in classification: Toxic fumes, gases or vapors may evolve on burning. Chlorine is extremely corrosive to most metals in the presence of moisture (> 150 ppm water and/or -40 degrees F dew point) or at high temperatures. Combines with water to produce hydrochloric and hypochlorous acid. Severe, short-term exposures may cause long-lasting respiratory effects, e.g. Reactive Airways Dysfunction (RAD S), due to the material's severe irritating properties. Contact with liquefied gas might cause frostbites, in some cases with tissue damage. Direct contact with liquefied gas may cause frostbite and corrosive injury to the eyes.
Supplemental information	Keep away from heat. Make sure valves on gas cylinders are fully opened when gas is used. Open cylinder valve slowly to prevent rapid decompression and damage to valve seat. Use smallest possible amounts in designated areas with adequate ventilation. Liquid chlorine lines must have suitable expansion chambers between block valves due to high coefficient of expansion. Shut flow off at cylinder valve and not just at the regulator after use. Use a suitable hand truck to move cylinders; do not drag, roll, slide, or drop. Secure cylinders in an upright position at all times, close all valves when not in use. Establish written emergency plan and special training where chlorine is used. Regularly inspect and test piping and containers used for chlorine service.

3. Composition/information on ingredients

Substances

Chemical name	Common name and synonyms	CAS number	%
Chlorine	Liquid Chlorine Elemental Chlorine Molecular chlorine Compressed Chlorine Gas	7782-50-5	99.5

4. First-aid measures

Inhalation	Take proper precautions to ensure your own safety before attempting rescue (e.g. wear appropriate protective equipment, use the buddy system). IF INHALED: Remove person to fresh air and keep comfortable for breathing. If breathing is difficult, trained personnel should give oxygen. If breathing stops, provide artificial respiration. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Immediately call a POISON CENTER or doctor/physician.
Skin contact	IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. Do not rub area of contact. Gently remove clothing or jewelry. Carefully cut around clothing that sticks to the skin. Wash contaminated clothing before reuse. Immediately call a POISON CENTER or doctor/physician. Discard any shoes or clothing items that cannot be decontaminated.
Eye contact	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Take care not to rinse contaminated water into the unaffected eye or onto the face. Do not rub eyes. Immediately call a POISON CENTER or doctor/physician.
Ingestion	Not an expected route of entry under normal conditions of use. If ingestion of a large amount does occur, call a poison control center immediately. Do not induce vomiting. Never give anything by mouth to a victim who is unconscious or is having convulsions.

Most important symptoms/effects, acute and delayed

Fatal if inhaled. Immediately dangerous to life or health (IDLH) at 10 ppm. May cause severe irritation to the nose, throat, and respiratory tract. Symptoms may include coughing, choking and wheezing. Could also cause tightness in the chest, a blue discoloration of the skin (cyanosis), severe headache, nausea, vomiting and fainting. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May result in unconsciousness and possibly death. Severe, short-term exposures may cause long-lasting respiratory effects, e.g. Reactive Airways Dysfunction (RADs), due to the material's severe irritating properties. With this condition, asthma-like symptoms and increased reactivity of the airways is experienced.

Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. If product is sprayed directly on skin, symptoms of frostbite may be experienced including numbness, prickling and itching.

Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. If product is sprayed directly into the eyes, could cause freezing of the eye.

Indication of immediate medical attention and special treatment needed

Immediate medical attention is required. Fatal if inhaled. Causes chemical burns. Symptoms may be delayed. Keep victim under observation. Medical supervision for minimum 48 hours. Provide general supportive measures and treat symptomatically.

General information

First-aid procedures should be reviewed by appropriate personnel familiar with chlorine and its conditions of use in the workplace.

Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance.

5. Fire-fighting measures

Suitable extinguishing media

Extinguishing media - small fires: Dry chemicals. Carbon dioxide (CO₂).

Extinguishing media - large fires: Water Spray or Fog. Foam.

Unsuitable extinguishing media

Use water with caution. May react with water. Do not use direct water spray or water jet as an extinguisher, as this will spread the fire.

Specific hazards arising from the chemical

Pressurized container may explode when exposed to heat or flame. May react to cause fire and or explosion upon contact with many organic compounds, ammonia, hydrogen and with many metals at elevated temperatures. Chlorine will support the burning of most combustible materials. Combines with water to produce hydrochloric and hypochlorous acid. Liquefied chlorine can accumulate static charge by flow or agitation, since it has a very low electrical conductivity. Chlorine containers or cylinders may vent rapidly or rupture violently, if exposed to fire or excessive heat for a sufficient period of time. Intense local heat (above 200 deg C) on the steel walls of chlorine cylinders can cause an iron/chlorine fire resulting in rupture of the container. Vapors are heavier than air and may spread along floors. Toxic fumes, gases or vapors may evolve on burning.

Special protective equipment and precautions for firefighters

Firefighters should wear full protective clothing including self contained breathing apparatus. Firefighters must use standard protective equipment including flame retardant coat, helmet with face shield, gloves, rubber boots, and in enclosed spaces, SCBA. A full-body chemical resistant suit should be worn.

Fire fighting equipment/instructions

Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. Move containers from fire area if you can do so without risk. Remove combustible materials. Stop the flow of gas before extinguishing fire, if safe to do so. Use water spray to direct escaping gas away from workers if it is necessary to stop the flow of gas. Cool containers exposed to heat with water spray and remove container, if no risk is involved. Stay away from ends of cylinders and withdraw immediately in case of rising sounds or discoloration of containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.

Specific methods

Use standard firefighting procedures and consider the hazards of other involved materials.

General fire hazards

The product itself does not burn. However, material is considered to be an oxidizing gas. Supporter of combustion and can intensify a fire.

Hazardous combustion products

Toxic chemicals are formed when combustible materials burn in chlorine. These may include corrosive hydrogen chloride gas and other chlorine compounds.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Restrict access to area until completion of clean-up. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Consider initial downwind evacuation for at least 500 meters (1/3 mile). Ensure clean-up is conducted by trained personnel only. Ventilate closed spaces before entering them. Many gases are heavier than air and will spread along ground and collect in low or confined areas (sewers, basements, tanks). Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Wear appropriate protective equipment and clothing during clean-up. For personal protection, see section 8 of the SDS.

Methods and materials for containment and cleaning up

Stop the flow of material, if this is without risk. Use only non-sparking tools. Keep combustibles (wood, paper, oil, etc.) away from spilled material. Remove or isolate incompatible materials as well as other hazardous materials. Do not spray leak with water since a reaction producing corrosive hypochlorous and hydrochloric acids occurs, which can aggravate the leak.

May be absorbed and neutralized into solutions of caustic soda, or lime and placed in polypropylene, polyvinyl chloride, fibreglass or lead containers. Since hypochlorites are formed, the solutions must be treated with a reducing agent such as sodium sulfite before disposal. Do not immerse container in caustic solution.

Large Spills: Large uncontrollable leaks require environmental considerations and possible evacuation of the surrounding area. When possible draw off chlorine to process or disposal system

Contact the proper local authorities.

Environmental precautions

For waste disposal, see section 13 of the SDS.

Avoid release to the environment. Prevent entry into waterways, sewer, basements or confined areas. Contact local authorities in case of spillage to drain/aquatic environment.

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

Establish written emergency plan and special training where chlorine is used.

Use only outdoors or in a well-ventilated area. Wear respiratory protection. Wear protective gloves/clothing and eye/face protection. See Section 8 of the SDS for Personal Protective Equipment. Do not breathe gas. Avoid contact with eyes, skin, and clothing. Regularly inspect and test piping and containers used for chlorine service. Liquid chlorine lines must have suitable expansion chambers between block valves due to high coefficient of expansion. Keep away from heat. Keep/Store away from clothing and other combustible materials. Keep reduction valves free from grease and oil. Use only chlorine compatible lubricants. Use smallest possible amounts in designated areas with adequate ventilation. Shut flow off at cylinder valve and not just at the regulator after use. Use a suitable hand truck to move cylinders; do not drag, roll, slide, or drop. Protect against physical damage. Wash hands after handling and before eating.

Conditions for safe storage, including any incompatibilities

Store in steel pressure cylinders in a cool, dry area outdoors or in well-ventilated, detached or segregated areas of non-combustible construction. Keep container tightly closed. Store locked up. Protect from sunlight. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Do not store near combustible materials. Wood and other organic materials should not be used on floors, structural materials, or ventilation systems in the storage area. Store away from incompatible materials (see Section 10 of the SDS). Secure cylinders in an upright position at all times, close all valves when not in use. Use a "first in - first out" inventory system to prevent full cylinders from being stored for excessive periods of time. Store at temperatures not exceeding 55°C (131°F). For the specified temperature the system pressure is 225 psig (1551 kPa).

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

Material	Type	Value
Chlorine (CAS 7782-50-5)	Ceiling	3 mg/m ³ 1 ppm

US. ACGIH Threshold Limit Values

Material	Type	Value
Chlorine (CAS 7782-50-5)	STEL	0.4 ppm/0.29 mg/m ³
	TWA	0.1 ppm/1.16 mg/m ³

US. NIOSH: Pocket Guide to Chemical Hazards

Material	Type	Value
Chlorine (CAS 7782-50-5)	Ceiling	1.45 mg/m ³ 0.5 ppm

Biological limit values

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

Exposure guidelines

The NIOSH IDLH concentration for Chlorine is 10 ppm.

Appropriate engineering controls	Ensure adequate ventilation, especially in confined areas. Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. In case of insufficient ventilation, wear suitable respiratory equipment.
Individual protection measures, such as personal protective equipment	
Eye/face protection	Wear eye/face protection. Chemical goggles are recommended. Wear a full-face respirator, if needed. A full face shield may also be necessary. Eye wash fountains are required.
Skin protection	
Hand protection	Wear appropriate chemical-resistant gloves. Advice should be sought from glove suppliers.
Other	Wear appropriate chemical-resistant clothing. Where contact is likely, wear chemical-resistant gloves, a chemical suit and rubber boots. Eye wash facilities and emergency shower must be available when handling this product.
Respiratory protection	Up to 5 ppm: A NIOSH/MSHA approved air-purifying respirator with the appropriate chemical cartridges or a positive-pressure, air-supplied respirator may be used to reduce exposure. Up to 10 ppm: A SAR (supplied air respirator) operated in a continuous flow mode or powered air purifying respirator with cartridge(s); a full facepiece chemical cartridge respirator with cartridge(s); a gas mask with canister; a full facepiece SCBA (self contained breathing apparatus) ; or a full facepiece SAR may be used to reduce exposure. EMERGENCY OR PLANNED ENTRY INTO UNKNOWN CONCENTRATIONS OR IDLH CONDITIONS: Positive pressure, full-facepiece SCBA; or positive pressure, full-facepiece SAR with an auxiliary positive pressure SCBA. Respirators should be selected based on the form and concentration of contaminants in air, and in accordance with OSHA (29 CFR 1910.134). Advice should be sought from respiratory protection specialists.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.
General hygiene considerations	Do not breathe gas. Avoid contact with eyes, skin and clothing. Handle in accordance with good industrial hygiene and safety practice. Do not eat, drink or smoke when using the product. Wash hands before breaks and immediately after handling the product. Remove soiled clothing and wash it thoroughly before reuse. Inform laundry personnel of contaminant's hazards.

9. Physical and chemical properties

Appearance

Physical state	Gas (or liquid under pressure).
Form	Compressed liquefied gas.
Color	Amber color; vaporizes to greenish, yellow gas.
Odor	Pungent suffocating odor
Odor threshold	0.02 - 3.4 ppm (detection)
pH	Not applicable (reacts with water to form an acidic solution)
Melting point/freezing point	-149.8 °F (-101 °C)
Initial boiling point and boiling range	-30.28 °F (-34.6 °C)
Flash point	Not Applicable
Evaporation rate	Not Applicable. Gas at normal temperatures.
Flammability (solid, gas)	The product is not flammable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not Applicable
Flammability limit - upper (%)	Not Applicable
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	638.4 kPa @ 20°C (68°F) 4788 mm Hg @ 20°C (68°F)
Vapor density	2.49 @ 0°C (32°F) (Air = 1)
Relative density	3.21 kg/m³ @ 0°C (32°F)

Material name: Chlorine

AUC-005 Version #: 03 Issue date: 01-07-2015, Revision Date 09-09-2021

SDS US

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20

Solubility(ies)	
Solubility (water)	6.3 mg/l (Slightly soluble)
Solubility (other)	Soluble in dimethylformamide, disulfur dichloride, benzene, chloroform, carbon tetrachloride, hexachlorobutadiene, tetrachloroethane, pentachloroethane, chlorobenzene, nitrobenzene, glacial acetic acid (99.84%) and other chlorides
Partition coefficient (n-octanol/water)	Not applicable (gas)
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Viscosity temperature	Not Applicable (Gas)
Other information	
Critical temperature	290.75 °F (143.75 °C)
Explosive properties	Not explosive.
Molecular weight	70.91
Oxidizing properties	Strong oxidizing agent because of its electron-transfer capabilities. Supporter of combustion and can intensify a fire. Note, that Chlorine does not yield oxygen or any other oxidizing substance.
Specific gravity	0.003 @ 0°C (32°F)

10. Stability and reactivity

Reactivity	Combines with water to produce hydrochloric and hypochlorous acid. These acids can decompose to hydrochloric acid and oxygen. Contact with combustible material may cause fire.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur. Chlorine is extremely corrosive to most metals in the presence of moisture (> 150 ppm water and/or -40 degrees F dew point) or at high temperatures. Will support or initiate combustion or explosion of organic matter and other oxidizable material. Note, that Chlorine does not yield oxygen or any other oxidizing substance. Liquid or gaseous chlorine can react violently with many combustible materials, and other chemicals, including water. Metal halides, carbon, finely divided metals and sulfides can accelerate the rate of chlorine reactions. Chlorine reacts with carbon monoxide to produce toxic phosgene, and sulfur dioxide to produce sulfuryl chloride. Intense local heat (above 200 deg C) on the steel walls of chlorine cylinders can cause an iron/chlorine fire resulting in rupture of the container.
Conditions to avoid	Keep away from combustible materials. Avoid contact with incompatible materials. Keep away from heat. Do not use in areas without adequate ventilation.
Incompatible materials	Tin; Metals; Sulfides; Titanium. Reacts with most metals at high temperatures. Reacts with water to produce hydrochloric acids, which are corrosive to most metals. Ammonia, elemental metals, certain metal hydroxides, carbides, nitrides, oxides, phosphides and sulfides, easily oxidized materials, organic materials, reducing agents, alkalis and unstable and reactive compounds.
Hazardous decomposition products	Hydrogen chloride gas. Hydrochloric acid. Hypochlorous acid.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Very toxic by inhalation. Fatal if inhaled. May cause severe irritation to the nose, throat, and respiratory tract.
Skin contact	Causes skin burns. Contact with liquefied gas might cause frostbites, in some cases with tissue damage. Not expected to be absorbed through the skin.
Eye contact	Causes severe eye burns. If product is sprayed directly into the eyes, could cause freezing of the eye.
Ingestion	Not an expected route of entry under normal conditions of use.

Most important symptoms/effects, acute and delayed

Fatal if inhaled. Immediately dangerous to life or health (IDLH) at 10 ppm. May cause severe irritation to the nose, throat, and respiratory tract. Symptoms may include coughing, choking and wheezing. Could also cause tightness in the chest, a blue discoloration of the skin (cyanosis), severe headache, nausea, vomiting and fainting. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May result in unconsciousness and possibly death. Severe, short-term exposures may cause long-lasting respiratory effects, e.g. Reactive Airways Dysfunction (RADS), due to the material's severe irritating properties. With this condition, asthma-like symptoms and increased reactivity of the airways is experienced.

Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. If product is sprayed directly on skin, symptoms of frostbite may be experienced including numbness, prickling and itching.

Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. If product is sprayed directly into the eyes, could cause freezing of the eye.

Information on toxicological effects

Acute toxicity Hazardous by OSHA criteria. Classification:
Acute Toxicity (inhalation - gas) - Category 2. Fatal if inhaled.
See below for individual ingredient acute toxicity data.

Product	Species	Test Results
Chlorine (CAS 7782-50-5)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	No data in literature.
<i>Inhalation</i>		
LC50	Rat	147 ppm, 4 Hours
<i>Oral</i>		
LD50	Rat	No data in literature.

Skin corrosion/irritation Hazardous by OSHA criteria. Classification:
Skin corrosion/irritation - Category 1. Causes severe skin burns.

Serious eye damage/eye irritation Hazardous by OSHA criteria. Classification:
Serious eye damage/eye irritation - Category 1. Causes serious eye damage.

Respiratory or skin sensitization

Respiratory sensitization This product is not expected to cause respiratory sensitization.

Skin sensitizer This product is not expected to cause skin sensitization.

Germ cell mutagenicity Not expected to be mutagenic.

Carcinogenicity This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA. See below for ingredients present on regulatory lists.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity This product is not expected to cause reproductive or developmental effects.

Specific target organ toxicity - single exposure Hazardous by OSHA criteria. Classification:
Specific Target Organ Toxicity (STOT), Single Exposure. Category 3. May cause respiratory irritation.

Specific target organ toxicity - repeated exposure Not expected to be hazardous by OSHA criteria.

Aspiration toxicity Not likely, due to the form of the product. Not expected to be an aspiration hazard.

Chronic effects Prolonged or repeated exposure to low concentrations may cause drying and cracking of the skin, respiratory effects, gum disorders and painless destruction of teeth
Limited occupational studies with long-term exposure to low concentrations, have not shown significant respiratory effects.
Long-term animal studies confirm that chlorine is a severe irritant to the upper and lower respiratory tract.

12. Ecological information

Ecotoxicity Very toxic to aquatic life. See below for individual ingredient ecotoxicity data.

Product	Species		Test Results
Chlorine (CAS 7782-50-5)			
Aquatic			
Acute			
Crustacea	EC50	Water flea (Daphnia magna)	0.005 mg/l, 48 hours (mg Free Available Chlorine/L)
Fish	LC50	Rainbow trout,donaldson trout (Oncorhynchus mykiss)	0.014 mg/l, 96 hours
Persistence and degradability	Free chlorine is consumed upon contact with living tissues making measurement of biodegradation impossible and unnecessary.		
Bioaccumulative potential	Not expected to be bio accumulative.		
Mobility in soil	The product itself has not been tested.		
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.		
13. Disposal considerations			
Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.		
Local disposal regulations	Dispose in accordance with all applicable regulations.		
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.		
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).		
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.		
14. Transport information			
DOT			
UN number	UN1017		
UN proper shipping name	Chlorine (CHLORINE)		
Transport hazard class(es)			
Class	2.3		
Subsidiary risk	5.1, 8		
Label(s)	2.3, 5.1, 8		
Packing group	Not applicable.		
Environmental hazards			
Marine pollutant	Yes		
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling. US CERCLA Reportable Quantity (RQ): 10 lbs / 4.54 kg		
Special provisions	2, B9, B14, N86, T50, TP19		
Packaging exceptions	None		
Packaging non bulk	304		
Packaging bulk	314, 315		
IATA			
UN number	UN1017		
UN proper shipping name	Chlorine		
Transport hazard class(es)			
Class	2.3		
Subsidiary risk	5.1, 8		
Packing group	Not applicable.		
Environmental hazards	Yes		
ERG Code	2CP		
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling. Refer to Special Provision A2 for shipping information.		
Other information			
Passenger and cargo aircraft	Forbidden		

Cargo aircraft only	Forbidden
IMDG	
UN number	UN1017
UN proper shipping name	CHLORINE
Transport hazard class(es)	
Class	2.3
Subsidiary risk	5.1, 8
Packing group	Not applicable.
Environmental hazards	
Marine pollutant	Yes
EmS	F-C, S-U
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not available.

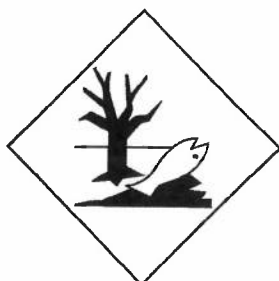
DOT



IATA; IMDG



Marine pollutant



General information

This product meets the criteria for an environmentally hazardous mixture, according to the IMDG Code.

15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Chlorine (CAS 7782-50-5)

Listed.

SARA 304 Emergency release notification

Chlorine (CAS 7782-50-5) 10 LBS

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

- Oxidizing Gases, Gas under pressure
- Acute Toxicity
- Skin Damage
- Eye Damage
- Specific Target Organ Toxicity, single exposure

SARA 302 Extremely hazardous substance

Chemical name	CAS number	Reportable quantity	Threshold planning quantity	Threshold planning quantity, lower value	Threshold planning quantity, upper value
Chlorine	7782-50-5	10	100 lbs		

SARA 311/312 Hazardous chemical Yes

SARA 313 (TRI reporting)

Chemical name	CAS number	% by wt.
Chlorine	7782-50-5	99.5

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Chlorine (CAS 7782-50-5)

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Chlorine (CAS 7782-50-5)

Clean Water Act (CWA) Hazardous substance

US FIFRA Registered Pesticide Yes

Safe Drinking Water Act (SDWA) 4 mg/l
4.0 mg/l

US state regulations**US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)**

Not listed.

US. Massachusetts RTK - Substance List

Chlorine (CAS 7782-50-5)

US. New Jersey Worker and Community Right-to-Know Act

Chlorine (CAS 7782-50-5)

US. Pennsylvania Worker and Community Right-to-Know Law

Chlorine (CAS 7782-50-5)

US. Rhode Island RTK

Chlorine (CAS 7782-50-5)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	No
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes

Material name: Chlorine

AUC-005 Version #: 03 Issue date: 01-07-2015, Revision Date 09-09-2021

SDS US

10 / 12

25

Country(s) or region	Inventory name	On inventory (yes/no)*
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

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

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

Issue date	01-07-2015	Revision date	09-09-2021
Version #	03		
HMIS	H: 4 F: 0 R: 1		
NFPA	H: 4 F: 0 R: 0 Other: OX		



Certified to
NSF/ANSI 60

List of abbreviations

Maximum use level for Chlorine in potable water is 30 mg/L.

ACGIH: American Conference of Governmental Industrial Hygienists
CAS: Chemical Abstract Services
CERCLA: Comprehensive Environmental Response, Compensation and Liability Act of 1980
CFR: Code of Federal Regulations
DOT: Department of Transportation
EPA: Environmental Protection Agency
EPCRA: Emergency Planning and Community Right-to-Know Act
ERG: Emergency Response Guidebook
HSDB® - Hazardous Substances Data Bank
IARC: International Agency for Research on Cancer
IATA: International Air Transport Association
IBC: Intermediate Bulk Container
IDLH: immediately dangerous to life or health
IMDG: International Maritime Dangerous Goods
LC: Lethal Concentration
LD: Lethal Dose
NIOSH: National Institute of Occupational Safety and Health
NOEC: No observable effect concentration
NTP: National Toxicology Program
OECD: Organization for Economic Cooperation and Development
OEL: National occupational exposure limits
OSHA: Occupational Safety and Health Administration
PEL: Permissible exposure limit
RCRA: Resource Conservation and Recovery Act
RQ: Reportable Quantity
RTECS: Registry of Toxic Effects of Chemical Substances
SAR: supplied-air respirator
SCBA: self-contained breathing apparatus
SDS: Safety Data Sheet
STEL: Short Term Exposure Limit
TWA: Time Weighted Average
UN: United Nations

Disclaimer

Prepared by: ICC The Compliance Center Inc. 1-888-442-9628
<http://www.thecompliancescenter.com>

Disclaimer

This Safety Data Sheet was prepared by ICC The Compliance Center Inc. using information provided by / obtained from Allied Universal Corporation and CCOHS' Web Information Service. The information in the Safety Data Sheet is offered for your consideration and guidance when exposed to this product. ICC The Compliance Center Inc. and Allied Universal Corporation expressly disclaim all expressed or implied warranties and assume no responsibilities for the accuracy or completeness of the data contained herein. The data in this SDS does not apply to use with any other product or in any other process.

This Safety Data Sheet may not be changed, or altered in any way without the expressed knowledge and permission of ICC The Compliance Center Inc. and Allied Universal Corporation

Bibliography

ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices (2014)
Canadian Centre for Occupational Health and Safety, CCInfoWeb Databases, 2014
(Chempendium, RTECs, HSDB, INCHEM)
International Agency for Research on Cancer Monographs (2014)
Material Safety Data Sheet from manufacturer.
OECD - The Global Portal to Information on Chemical Substances - eChemPortal, 2014.

Company ID Number: 122833

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Allied Universal Corporation
Company Facility Address	3901 NW 115 Avenue Miami, FL 33178
Company Alternate Address	3901 NW 115 Avenue Miami, FL 33178
County or Parish	MIAMI-DADE
Employer Identification Number	590776285
North American Industry Classification Systems Code	325
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	8 site(s)

Company ID Number: 122833

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1
FL	5
GA	1
MS	1



Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

June 2024

The following bleach bid was cancelled early.

City of Stuart (September 2010)

Very truly yours,

Allied Universal Corporation

Cristhianne Munguia
Bid Coordinator

8350 NW 93 Street
Miami, Florida 33166
AUC Medley- 305-888-2623

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC Jacksonville- 904-619-6180

9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC Ft. Pierce- 772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
AUC Ellisville - 601-477-2550

9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 Ft. Pierce - 772-464-6195

204 SCM Road
Brunswick, GA 31525
AUC Brunswick - 912-267-9470

2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2 Manatee - 941-803-4457

City of Stuart Chain of Events

After Allied Universal was awarded this bid in September 2009, many orders were placed and delivered with no problems.

The requirements of the bid were for full tanker loads of 5,000 gallons but the city of Stuart was only taking 3,000 gallons or less. When Allied reviewed this issue with the city, all the problems with our product started to happen.

Jim Parks, from the City of Stuart, started advising his superiors that our product was clogging his filter. After reviewing the unloading, Allied was able to demonstrate that the City of Stuart was using the wrong filter.

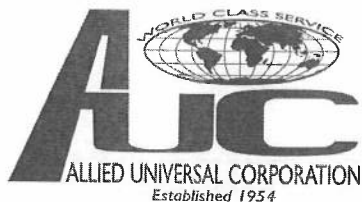
After the right filters were used, the problem went away.

The City of Stuart renewed their contract with Allied on August 25th 2010 but on the first delivery, under the renewed contract on September the 10th, they claim having received a load that clogged their filter. They never called to advise any one at Allied of the problem.

On September 9th Mr. Parks told the dispatcher to send another load on the 23 of September, but on the night of the 22nd Mr. Parks left a voice message to cancel the delivery since they had switch the business to Odyssey.

If Allied was not performing, why was the bid renewed on August 25th 2010?
If in fact they had a problem on the load September 10th why, not call and advise us?

Allied feels that there are other reasons involved that we're not aware of them to make this hasty decision



Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

REFERENCES
CHLORINE TON

Florida Keys Aqueduct (FKAA)

35400 SW 192 Ave.
Florida City, FL 33034
Admin. Asst.
Mary Anne Clothier
(786) 349-6511
mclothier@fkaa.com

Shelby County
7935 Highway 61 South
Wilsonville, AL 35186
Manager of Water Services
Michael Cain
305-670-6540
mcain@shelbval.com

City of Albany
2726 Joshua Street
Albany, GA 31701
Supervisor - Water Plant
Andy Griffis
229-430-5264
agriffis@dougherty.ga.us

City of Naples
1400 3rd Ave. N.,
Naples, FL 34102
Superintendent
Barry J. Stein
239-213-4732
bstein@naplesgov.com

City of Laurel
123 East 24th Street
Laurel, MS – Plant#3
Superintendent
Blake Smith
601-270-7689 – 601-428-6433
Blake.smith@suez.com

City of Leland
Highway 61 & 82
Leland, MS
Head of Operations
Victor Smith/Jerry Barber
662-207-7705/622-394-0727
vic@gardnerengineeringpa.com

8350 NW 93 Street
Miami, Florida 33166
AUC **Medley**- 305-888-2623

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC **Jacksonville**- 904-619-6180

9501 Rangeline Road
Ft. Pierce, Florida 34987
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Ft. Pierce, Florida 34987
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Brunswick, GA 31525
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2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2 **Manatee** - 941-803-4457



Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

EARLY TERMINATIONS

June 2024

This is to advise that per Allied Universal Corporations records, there are no cancelled or terminated Chlorine bids for the past 5 years.

Cristhianne Munguia
Bid Coordinator

/cm

8350 NW 93 Street
Miami, Florida 33166
AUC **Medley**- 305-888-2623

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June, 2024

RE: Contracts with Adverse Litigation Last (5) Five Years

This is to advise that per Allied Universal Corporations records, there are no contract for the past 5 years in which adverse litigation, including but not limited to mediation, involving the Owner, occurred, either directly or indirectly with the Bidder.

Very truly yours,

Allied Universal Corporation

Cristhianne Munguia
Bid Coordinator

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305-888-2623 office
305-885-4671 fax

June 2024

RE: Company Financial Information

Allied Universal is a privately held corporation providing high quality water treatment chemicals for over 69 years. The company has provided bank and trade references (see attached) to demonstrate its financial capability and stability because we do not release or disclose financial statements.

Very truly yours,

ALLIED UNIVERSAL CORPORATION

Cristhianne Munguia
Bid Coordinator

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Miami, Florida 33166
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AUC Jacksonville- 904-619-6180

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AUC Brunswick - 912-267-9470

2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2 Manatee - 941-803-4457



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

COMPANY INFORMATION

CHIEF EXECUTIVE OFFICER/PRESIDENT: JIM PALMER
ACCOUNTS PAYABLE MANAGER: SORAYA GARCIA CHIEF FINANCIAL OFFICER: MIKE KOVEN

ESTABLISHED 1953 - PRIVATE CORPORATION

TRADE REFERENCES:

RYAN-HERCO PRODUCTS
KEVIN WAGNER
ACCT #: 075049 OR 081594
1310 CENTRAL FL PARKWAY
ORLANDO, FL 32837
(800) 848-1141 EXT 1408

INEOS CALABRIAN CORP
KATHY LUTZ
5500 HWY 366
PORT NECHES, TX 77651
409-727-1471 x132
KATH.LUTXZ@INEOS.COM

I.C.E. SERVICE GROUP, INC
MARK DELFRATTE
192 OHIO RIVER BLVD, SUITE 100
AMBRIDGE, PA 15003
(724) 266-7580
MDELFATTE@ICESERVICEGROUP.COM

CKS PACKAGING INC
ALESA NORTON
4020 N. 29TH TERRACE
HOLLYWOOD, FL 33020
(954) 925-0236
CKS-AR@CKSPACKAGING.COM

CHEM-TAINER IND, INC
DAVID WENZEL
361 NEPTUNE AVE
WEST BABYLON, NY 11704
(631) 661-8300 EXT 1625

BANK: SYNOVUS BANK
2500 WESTON ROAD, SUITE 300
WESTON, FLORIDA 33331
CONTACT: MICHAEL C. WALKER
MICHAELWALKER@SYNOVUS.COM
(954) 984-3331
(954) 389-3120 FAX

FEDERAL ID #: 59-0776285	DUN & BRADSTREET #: 004134623	SALES TAX #: 80-8012429723-6
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3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
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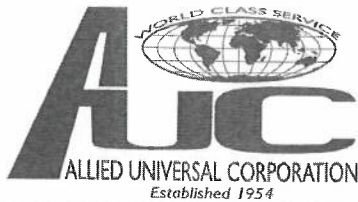
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Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

14770 Old St Augustine RD
Jacksonville, FL 32207
904-619-6180

Revised: 02/07/2024



Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

AFFIDAVIT

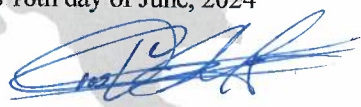
This is to certify that as required, all Chlorine to be furnished to the Town of Jupiter will comply with applicable ANSI/AWWA B301-2020 Standards and NSF Standard 60 requirements of this Specification or as may be amended.

STATE OF FLORIDA
COUNTY OF: Miami-Dade

Sworn to (or affirmed) and Subscribed before me.

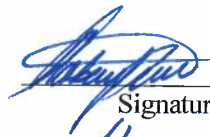
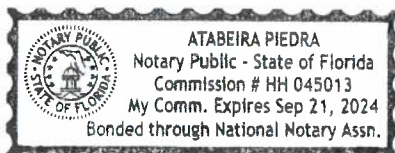
By means of ☒ physical presence or ☐ online notarization.

This 18th day of June, 2024

By: 

Cristhianne Munguia
Bid Coordinator

(Notary Seal)



Signature of Notary Public.



Print or Type Name of Notary

Personally Known ☒

Or Produced Identification ☐

Type of Identification Produced

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The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, June 4, 2024** 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?>

[CompanyName=ALLIED+UNIVERSAL+CORPORATION&ChemicalName=Chlorine&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=ALLIED+UNIVERSAL+CORPORATION&ChemicalName=Chlorine&)

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

Allied Universal Corporation

3901 Northwest 115th Avenue

Miami, FL 33178

United States

800-981-6700

305-888-2623

Visit this company's website

(<http://www.allieduniversal.com>)

Facility : Miami, FL

Chlorine[CL]

Trade Designation

Chlorine

Product Function

Disinfection & Oxidation

Max Use

30mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

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

Facility : Brunswick, GA

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

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

Facility : Ellisville, MS

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

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 3

Processing time was 0 seconds



ALLIUNI-01

SSIMEON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2024

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

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

PRODUCER Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	CONTACT NAME: Sandy Simeon	
	PHONE (A/C, No, Ext): (800) 845-8437	FAX (A/C, No):
INSURED Allied Universal Corp. 3901 NW 115 Avenue Miami, FL 33178	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Nautilus Insurance Company	
	INSURER B : Great Divide Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X		GLP202370316	8/31/2023	8/31/2024	EACH OCCURRENCE \$ 1,000,000
	☒ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☒ Retro Date 1/12/1988						MED EXP (Any one person) \$ 25,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
B	☒ AUTOMOBILE LIABILITY			BAP202370416	8/31/2023	8/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR	X		FFX202370616	8/31/2023	8/31/2024	EACH OCCURRENCE \$ 9,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 9,000,000
	DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
A	Poll Liab Claim Made			SSP202370516	8/31/2023	8/31/2024	E.L. DISEASE - POLICY LIMIT \$
A	Poll Retro 8/21/95			SSP202370516	8/31/2023	8/31/2024	Ech Poll Condition** 1,000,000
							Total Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contract for Supplying LIQUID CHLORINE (W2502A)

Town of Jupiter is included as additional insured with respect to general liability and umbrella liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Town of Jupiter*
210 Military Trail
Jupiter, FL 33458

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2024

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PRODUCER Arthur J. Gallagher Risk Management Services, LLC 9155 S Dadeland Blvd Suite 1112 Miami FL 33156	CONTACT NAME: Lillie Alvarez PHONE (A/C, No, Ext): 305-639-3143 E-MAIL ADDRESS: Lillie_Alvarez@ajg.com FAX (A/C, No): 305-592-4049
INSURED Allied Universal Corporation 3901 NW 115th Ave Miami, FL 33178	INSURER(S) AFFORDING COVERAGE INSURER A : National Union Fire Insurance Company of Pittsburgh INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 19445

COVERAGES**CERTIFICATE NUMBER:** 552275387**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC 039-32-6857	6/30/2023	6/30/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contract for Sodium Hypochlorite (Chlorine) W2502A

CERTIFICATE HOLDER**CANCELLATION**

Town of Jupiter
210 Military Trail
Jupiter FL 33458
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2024

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

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PRODUCER Ivy Risk Strategies, LLC 501 E Las Olas Blvd. Ste 300 Fort Lauderdale FL 33301	CONTACT NAME: PHONE (A/C, No, Ext): 754-247-3000 E-MAIL ADDRESS: lisa@ivyrisk.com	FAX (A/C, No):
INSURED Allied Universal Corporation 3901 NW 115th Ave Doral FL 33178-1859	INSURER(S) AFFORDING COVERAGE INSURER A : GRANITE STATE INS CO INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 23809

License#: L114976
ALLIUNI-01**COVERAGES****CERTIFICATE NUMBER:** 1072675876**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	039-32-6857	6/30/2024	6/30/2025	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contract for Sodium Hypochlorite (Bleach) W2405H

CERTIFICATE HOLDER**CANCELLATION**Town of Jupiter
210 Military Trail
Jupiter FL 33458

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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2024

LOCAL BUSINESS TAX RECEIPT

CITY OF DORAL, FLORIDA
8401 NW 53RD TERRACE
DORAL, FL 33166
(305) 593-6631

09/30/2023

ALLIED UNIVERSAL CORP
ALLIED UNIVERSAL CORP
3901 NW 115 AVE
Doral, FL 33178-1859

LICENSE NO. 2021000426

License Fee Paid: \$150.00

FOR THE PERIOD COMMENCING OCTOBER 1 AND ENDING SEPTEMBER 30, THE ABOVE-NAMED BUSINESS IS LICENSED TO ENGAGE IN THE FOLLOWING BUSINESS FOR THE LICENSE YEAR:

WAREHOUSE/DISTRIBUTION CENTER

Square Footage: 10000

No. of Seats/Tables: 0

No. of Units/Spaces:

CONDITIONS:

DORAL:

Machines:

Employees: 35

No. of Trucks:

State License #:

Kenia Palau
Chief Licensing Official

This Document Must Be Posted

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



6288

RECEIPT NO.

RENEWAL

6288

BUSINESS NAME/LOCATION
ALLIED UNIVERSAL CORP
8350 NW 93RD ST
MEDLEY, FL 33166-2026



EXPIRES
SEPTEMBER 30, 2024

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
ALLIED UNIVERSAL CORP

SEC. TYPE OF BUSINESS

206

MFG/RECYCLING/PROC
ESSING

**PAYMENT RECEIVED
BY TAX COLLECTOR**

180.00 07/12/2023

FPPU04-23-008231

Employee(s) 40

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



State of Florida

Department of State

I certify from the records of this office that ALLIED UNIVERSAL CORP. is a corporation organized under the laws of the State of Florida, filed on January 31, 1955.

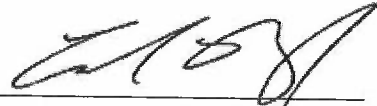
The document number of this corporation is 183054.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 29, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-ninth day of January,
2024*




Secretary of State

Tracking Number: 3006705927CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Agreement (Contract) Between OWNER and SUPPLIER

This Agreement (Contract) made this _____ day of _____, 2024 by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as the "the TOWN" and "OWNER", and Allied Universal Corporation, 3901 NW 115 Ave., Miami, FL 33178, a Corporation, whose Federal I.D. number is 59-0776285, hereinafter designated as "SUPPLIER", in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK.

- 1.1 SUPPLIER shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Supply the Town of Jupiter Utilities Water Treatment Plant with liquid chlorine for a period of one year beginning October 1, 2024 through September 30, 2025 in accordance with the Bid and Contract Documents, including all addenda and technical specifications.
- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **CHEMICAL BID W2502A, CONTRACT FOR SUPPLYING LIQUID CHLORINE FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. GOODS AND SERVICES.

- 2.1 SUPPLIER shall furnish the Goods and other services as specified or indicated in the Bidding/Contract Documents. The Goods to be furnished are generally described as follows.

Town of Jupiter Utilities
Chemical Bid W2502A
Contract for Supplying Liquid Chlorine

ARTICLE 3. POINT OF DELIVERY.

- 3.1 The place where the Goods are to be delivered is the point of delivery and is designated as:

Town of Jupiter Water Treatment Plant
17403 Central Boulevard
Jupiter, Florida 33458

ARTICLE 4. CONTRACT TIME.

- 4.1 The Goods are to be delivered to the point of delivery and ready for OWNER's acceptance of delivery during the month of October, 2024 as outlined in the contract documents, or otherwise as agreed to by written change order between the OWNER and SUPPLIER. Contract shall expire on September 30, 2025, unless renewed by written change order.
- 4.2 OWNER may renew this contract for up to two (2) individual and consecutive one (1) year terms, for a total contract duration of up to three (3) consecutive years. SUPPLIER shall provide OWNER with written notice no later than March 20th of each year indicating SUPPLIER'S interest and commitment to renew the contract for one additional year, effective October 1. OWNER shall prepare a written change order for a one-year renewal in August preceding the September expiration date of the contract.

ARTICLE 5. CONTRACT PRICE.

- 5.1 OWNER shall pay SUPPLIER for furnishing the Goods and Special Services in accordance with the Contract Documents in current funds according to Contract Unit Pricing F.O.B. (\$/Ton), submitted in SUPPLIER's Bid for the initial term of the contract.

- 5.2 Annual contract renewals shall be implemented by written change order prepared by OWNER in August of each year, at OWNER'S discretion. Annual renewals shall include price adjustments applied to contract unit pricing based on the most recent annual percentage change in the Producer Price Index (PPI): *Commodity data for Chemicals and Allied Products: Chlorine, Sodium Hydroxide, and Other Alkalies, not seasonally adjusted (WPU06130302)*. PPI data can be obtained from the BLS Website, <https://www.bls.gov/ppi/>, by emailing the PPI at ppi-info@bls.gov, or by calling (202) 691-7705. Annual price adjustments shall apply to new orders placed on or after the effective date of the associated executed written change order. OWNER may require additional documentation in addition to PPI data to support price adjustments and demonstrate consistency with comparable water utilities with similar contract durations. In the event that the previously referenced PPI is unavailable or permanently discontinued, then the PPI for *Commodity data for Chemicals and Allied Products: Industrial Chemicals (WPU061)* shall be used to calculate annual price adjustments.

ARTICLE 6. PAYMENT PROCEDURES.

- 6.1 Payments made by the OWNER will be made via Electronic Funds Transfer (EFT). SUPPLIER will complete a Town of Jupiter Vendor application form providing OWNER with financial information required for EFT payments.
- 6.2 SUPPLIER shall invoice the OWNER within 30 days of delivery of material and acceptance by OWNER.

ARTICLE 7. SUPPLIER'S REPRESENTATIONS. In order to induce OWNER to enter into this Agreement, SUPPLIER makes the following representations:

- 7.1 SUPPLIER has reviewed and understands the nature and extent of the Bidding/Contract Documents and has given OWNER written notice of all conflicts, errors or discrepancies discovered and agrees written resolution thereof by OWNER is acceptable to SUPPLIER.
- 7.2 SUPPLIER is familiar with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services or other services in connection therewith.
- 7.3 SUPPLIER does not require additional information from OWNER to enable SUPPLIER to furnish the Goods and Special services at the Contract Unit Prices, within the Contract Time and in accordance with the other terms and conditions of the Bidding/Contract Documents.

ARTICLE 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire agreement between SUPPLIER and OWNER are attached to this Agreement, made a part hereof and consists of the following:
- 8.1(a) Table of Contents
 - 8.1(b) Advertisement for Bids
 - 8.1(c) Instructions to Bidders
 - 8.1(d) Proposal
 - 8.1(e) Contractor E-Verify Affidavit
 - 8.1(f) Subcontractor E-Verify Affidavit
 - 8.1(g) Sworn Statement
 - 8.1(h) Notice of Intent to Award
 - 8.1(i) Notice of Award
 - 8.1(j) Agreement (Contract) between OWNER and SUPPLIER
 - 8.1(k) Opinion of Town Attorney

- 8.1(l) Notice to Proceed
- 8.1(m) Technical Specifications bearing the title: Contract for Supplying Liquid Chlorine (W2502A)
- 8.1(n) SUPPLIER's Proposal
- 8.1(o) Any Addenda issued to the Bid Documents
- 8.1(p) Any Modifications, including Change Orders, duly delivered after execution of this Agreement.

ARTICLE 9. MISCELLANEOUS.

- 9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2 OWNER and SUPPLIER each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.3 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
- 9.4 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
 - 9.4(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
 - 9.4(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
 - 9.4(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.
 - 9.4(d) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE**

**CUSTODIAN OF PUBLIC RECORDS AT 561-741-2469,
HALEYJ@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.**

- 9.5 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 448, Florida Statutes, which provides for General Labor Regulations, and specifically Section 448.095, Employment Eligibility. The Contractor acknowledges its legal obligation to comply with § 448.095, Florida Statutes.
- 9.5(a) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
- 9.5(b) Subcontractors -
- (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
 - (iii) Contractor shall provide a copy of all subcontractor affidavits to the Town upon receipt and shall maintain a copy for the duration of the Agreement.
- 9.5(c) Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor/SUPPLIER stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.
- 9.5(d) Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the Town. Contractor shall be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Agreement. At least one counterpart each has been delivered to OWNER and SUPPLIER. All portions of the Contract Documents have been signed or identified by OWNER and SUPPLIER.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Laura E. Cahill, Town Clerk

SUPPLIER

Allied Universal Corporation
3901 NW 115 Ave
Miami, FL 33178

Cristhianne Mungia, Bid Coordinator

(CORPORATE SEAL)

ATTEST

PRINT NAME AND POSITION

TOWN OF JUPITER
Approving a Contract with Sulphuric Acid Trading Company, Inc. for Supplying Sulfuric Acid for \$193.00 per ton



DATE	August 8, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 84-24: Approving a contract to Sulphuric Acid Trading Company, Inc. for Supplying Sulfuric Acid (W2502B) for an amount of \$193.00 per ton

EXECUTIVE SUMMARY

Resolution 84-24 provides for award of a contract to Sulphuric Acid Trading Company, Inc. for supplying sulfuric acid (W2502B) to Jupiter's water treatment plant for Fiscal Year 2025, at a unit cost of \$193.00 per ton.

Sulfuric acid is a necessary chemical used by Jupiter's water treatment plant to produce drinking water that meets all regulatory requirements. Sulfuric acid is used for pH adjustment in advance of the nanofiltration (NF) membranes, for post treatment degasification at both the reverse osmosis (RO) and NF membrane treatment plants, and at the RO concentrate treatment facility.

A contract for supplying sulfuric acid (W2502B) was publicly advertised for competitive bids on May 26, 2024, in accordance with the Town's purchasing policy. On June 25, 2024, two bids were received and opened publicly. The lowest bid was submitted by Sulphuric Acid Trading Company, Inc. (SATCO, Inc.) for a unit price of \$193.00 per ton. SATCO's unit price bid was 5.4% lower than the 2nd bidder. A detailed bid tabulation is attached. SATCO's bid unit price is 7% lower than the FY2024 contract unit price for sulfuric acid of \$207.50 per ton. A table of historical chemical costs is attached.

SATCO's bid was reviewed and found to be responsive to the bid requirements. SATCO has supplied the Town's Water Utility with sulfuric acid in past years and is the current (FY2024) supplier to the Town's water treatment plant. SATCO has supplied the Town with acceptable service and product, fulfilling their contractual obligations.

In FY2024, the Water Utility transitioned from using 93% sulfuric acid to 98%. The higher strength acid has resulted in reduced acid consumption. Though the estimated annual quantity in the bid documents was 4,603 tons, an evaluation of use over the past nine months indicates that the FY2025 estimated annual quantity can be reduced to 3,920 tons. This adjustment in acid quantity results in an estimated annual value of \$756,560 for FY2025.

Funding for this contract is provided in the proposed FY2025 Water Utility Operating budget.

The contract consists of an initial one (1) year term from October 1, 2024 thru September 30, 2025, and contains provisions for renewal by change order for two individual and consecutive

one-year terms. Unit pricing for the initial one-year term is fixed, while annual renewals are subject to unit price adjustment based on the annual percentage change in the Producer Price Index (PPI) Commodity data for Chemicals and Allied Products.

ANALYSIS

A review of Sulphuric Acid Trading Company, Inc.'s (SATCO) bid submitted on June 25, 2024 for Supplying Sulfuric Acid (W2502B) to Jupiter's water treatment plant for FY2025 (October 1, 2024-September 30, 2025), concluded that their bid is responsive to the bid requirements and suitable for award. SATCO's bid in the amount of \$193.00 per ton was the lowest bid received. SATCO has supplied sulfuric acid to the Town's water treatment plant in the past and is the current (FY2024) supplier of sulfuric acid. Based on the estimated sulfuric acid demand by the water treatment plant for FY2025 (3,920 tons) and SATCO's bid unit price, the annual cost for sulfuric acid in FY2025 is estimated to be \$756,560. The contract contains provisions for up to two individual and consecutive annual renewals, subject to price adjustment based on the annual percentage change in the PPI.

STRATEGIC PRIORITY

- Fiscal Responsibility

ATTACHMENTS

1. Resolution 84-24
2. Bid Tabulation W2502B
3. Table of Historical Chemical Bid Costs
4. W2502B Sulphuric Acid Trading Company Incorporated Bid Proposal
5. W2502B Sulphuric Acid Trading Company Incorporated Contract Agreement

FUNDING SOURCE

Proposed in FY25 Operating Budget	\$794,388	Sources: Proposed FY 2025 Water Enterprise Operating Budget
Additional Funding Requested	\$	Sources:

For more information or to request attachments, please contact Haley Johnson at HaleyJ@jupiter.fl.us and/or 561-741-2469.

RESOLUTION NO. 84-24**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR SUPPLYING SULFURIC ACID TO THE TOWN'S WATER TREATMENT PLANT**

WHEREAS, the Town of Jupiter Utility System currently owns and maintains a 13.7 million gallon per day (mgd) reverse osmosis water treatment facility, a 14.5 mgd nanofiltration water treatment facility, and a 1.8 mgd anion exchange water treatment facility each of which use various chemicals in the treatment process; and

WHEREAS, the Town of Jupiter has prepared and competitively bid contracts which set forth the scope of work and responsibilities of each chemical supplier; and

WHEREAS, the lowest responsive bid received by the Town on June 25, 2024, for supplying sulfuric acid was submitted by Sulphuric Acid Trading Company, Incorporated in an amount of \$193.00 per ton, estimated to be \$756,560 annually, based on an estimated demand of 3,920 tons per year; and

WHEREAS, the bid for supplying sulfuric acid submitted by Sulphuric Acid Trading Company, Inc. is responsive to the bid requirements and suitable for award for the initial one-year term, beginning October 1, 2024 and ending September 30, 2025, and subsequent annual renewals as provided for in the contract; and

WHEREAS, the Town has budgeted funds in the Water Enterprise Fiscal Year 2025 Operating Budget for the supply of the water treatment chemical to be supplied as part of this contract.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

Section 1. The contract between the Town of Jupiter and Sulphuric Acid Trading Company, Incorporated for supplying sulfuric acid (W2502B) to the Town's Water Utility, is hereby accepted.

Section 2. The Mayor is authorized and directed to execute said contract on behalf of the Town.

Section 3. Upon the acceptance and execution of the contract, Sulphuric Acid Trading Company Incorporated shall be responsible for carrying out all responsibilities which have been established therein.

Section 4. This Resolution shall take effect immediately upon its execution.

8/8/2023



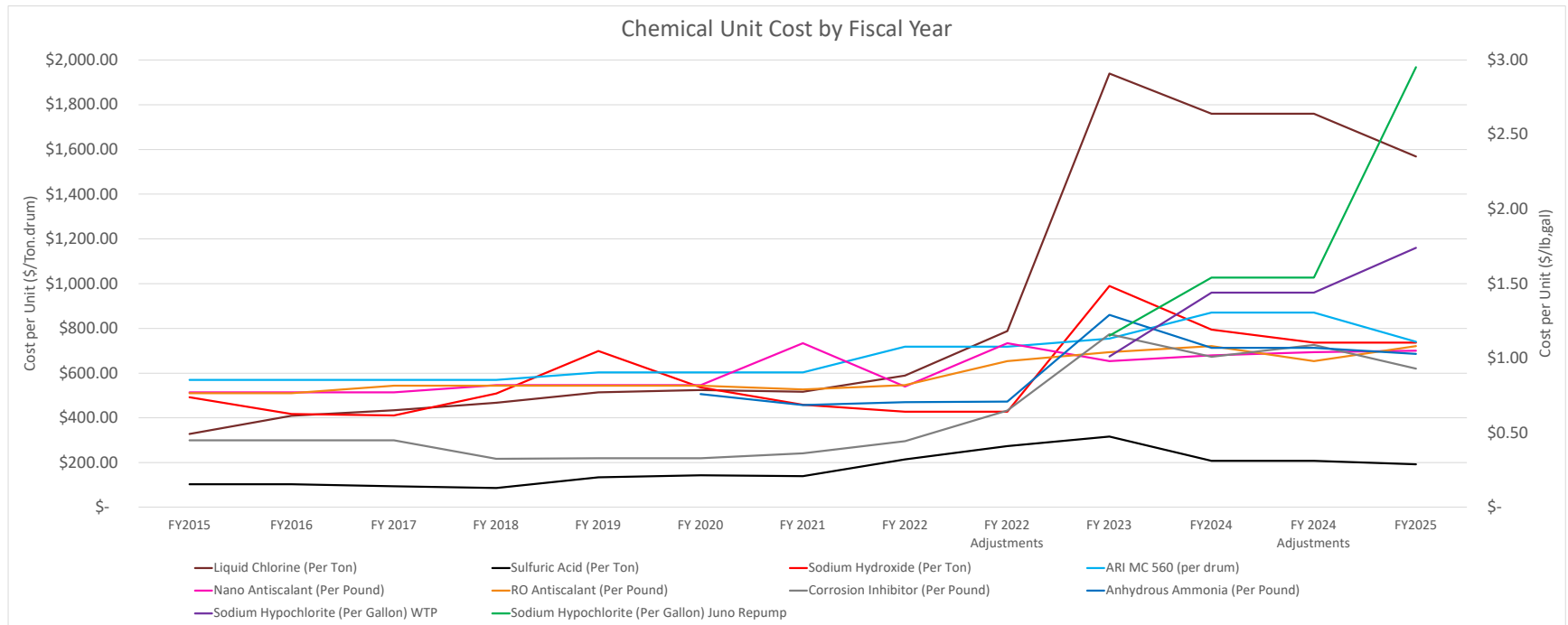
Town of Jupiter Utilities
Contract for Supplying Sulfuric Acid (W2502B)

June 25, 2024 2:00PM Bid Opening

SUPPLIER				SULFURIC ACID TRADING COMPANY, INC.		SHRIEVE CHEMICAL COMPANY, LLC	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BID ITEMS							
1	Sulfuric Acid Unit Price (F.O.B.)	4,603	tons	\$144.00	\$662,832.00	\$152.00	\$699,656.00
2	Freight (F.O.B.)	4,603	tons	\$49.00	\$225,547.00	\$52.00	\$239,356.00
Total Bid Unit Price F.O.B. (\$/ton): (Item Nos. 1-2) =				\$193.00		\$204.00	
Total Estimated Annual Chemical Cost (F.O.B.): (Item Nos. 1-2) =				\$888,379.00		\$939,012.00	

Revised Estimated Annual Quantities							
1	Sulfuric Acid Unit Price (F.O.B.)	3,920	tons	\$144.00	\$564,480.00	\$152.00	\$595,840.00
2	Freight (F.O.B.)	3,920	tons	\$49.00	\$192,080.00	\$52.00	\$203,840.00
Total Bid Unit Price F.O.B. (\$/ton): (Item Nos. 1-2) =				\$193.00		\$204.00	
Total Estimated Annual Chemical Cost (F.O.B.): (Item Nos. 1-2) =				\$756,560.00		\$799,680.00	

Chemical	FY2015	FY2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2022 Adjustments	FY 2023	FY2024	FY 2024 Adjustments	FY2025	Variance FY24 to FY25 Bids	FY24 to FY25 % Change
Nano Antiscalant (Per Pound)	\$ 0.77	\$ 0.77	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 1.10	\$ 0.81	\$ 1.10	\$0.98	\$1.02	\$1.04	\$1.05	\$0.03	2.94%
RO Antiscalant (Per Pound)	\$ 0.77	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.79	\$ 0.82	\$ 0.98	\$1.04	\$1.08	\$0.98	\$1.08	\$0.00	0.00%
Liquid Chlorine (Per Ton)	\$ 327.00	\$ 410.00	\$ 434.00	\$ 467.93	\$ 514.06	\$ 524.00	\$ 517.00	\$ 589.30	\$ 787.71	\$ 1,939.00	\$ 1,759.50	\$ 1,759.50	\$ 1,569.20	(\$190.30)	-10.82%
Sulfuric Acid (Per Ton)	\$ 103.00	\$ 102.99	\$ 94.50	\$ 86.50	\$ 134.00	\$ 143.50	\$ 139.50	\$ 215.00	\$ 273.94	\$ 316.50	\$ 207.50	\$ 207.50	\$ 193.00	(\$14.50)	-6.99%
Sodium Hydroxide (Per Ton)	\$ 492.00	\$ 416.91	\$ 410.00	\$ 508.72	\$ 699.00	\$ 536.00	\$ 458.00	\$ 427.00	\$ 427.00	\$ 989.00	\$ 795.00	\$ 736.20	\$ 736.20	(\$58.80)	-7.40%
Corrosion Inhibitor (Per Pound)	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.33	\$ 0.33	\$ 0.33	\$ 0.36	\$ 0.44	\$ 0.65	\$ 1.16	\$ 1.01	\$ 1.09	\$ 0.93	(\$0.08)	-7.92%
Anhydrous Ammonia (Per Pound)						\$ 0.76	\$ 0.69	\$ 0.71	\$ 0.71	\$ 1.29	\$ 1.07	\$ 1.07	\$ 1.03	(\$0.04)	-3.74%
Sodium Hypochlorite (Per Gallon) WTP										\$ 1.01	\$ 1.44	\$ 1.44	\$ 1.74	\$0.30	20.83%
Sodium Hypochlorite (Per Gallon) Juno Repump										\$ 1.15	\$ 1.54	\$ 1.54	\$ 2.95	\$1.41	91.56%
ARI MC 560 (per drum)	\$569.00	\$569.00	\$569.00	\$569.00	\$603.00	\$ 603.00	\$ 603.00	\$ 719.00	\$ 719.00	\$ 755.00	\$ 870.00	\$ 870.00	\$ 740.00	\$ (130.00)	-14.94%



Bid Proposal

Bidding Company Name: Sulphuric Acid Trading Company, Inc.

Town of Jupiter Utilities
210 Military Trail
Jupiter, FL 33458

Gentlemen:

The undersigned, as Bidder, hereby declares that the only Persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, detailed Specifications, and that Bidder has read all addenda issued prior to the opening of Bids; and that Bidder has fully examined the site and the project documents and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to fulfill the requirements of the proposed contract.

It is proposed that the contract herein described shall be supplied for the guaranteed Unit Prices as follows, all in accordance with the requirements and provisions of the Bidding/contract Documents. Quantities provided are one (1) year estimates, based on projected water production demands. Actual quantities supplied under this contract from those estimated herein. OWNER will only pay for actual quantities supplied and found to be acceptable, in OWNER's sole opinion. Bidder must complete the Bid Form in its entirety. Bid pricing quoted in the submitted Bids shall be firm and guaranteed for the initial contract term. Unit price adjustments shall be considered for annual contract renewals and stipulated in the agreement/contract provision.

The undersigned further declares that he proposes to furnish the item(s) called for within the specified time in this Proposal for the prices provided on the following page, Bid Schedule of Values.

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Bid Schedule of Values
Contract for Supplying Sulfuric Acid (W2502B)

Initial Contract Term, 1-year (October 1, 2024 – September 30, 2025)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
Delivery Location: Jupiter Water Treatment Facility, 17403 Central Boulevard, Jupiter, FL 33458					
1	Sulfuric Acid Unit Price (F.O.B.)	4,603	tons	\$ 144.00	\$ 662,832.00
2	Freight (F.O.B.)	4,603	tons	\$ 49.00	\$ 225,547.00
Total Bid Unit Price F.O.B. (\$/ton): (Item Nos. 1-2) =				\$ 193.00	
Total Estimated Annual Chemical Cost (F.O.B.): (Item Nos. 1-2) =					\$ 888,379.00

Total Bid Unit Price F.O.B., \$/ton (Item Nos. 1-2) in Words: _____

One Hundred and ninety three dollars.

Total Estimated Annual Chemical Cost (F.O.B.) for 4,603 tons in Words: _____

Eight Hundred and eighty eight thousand three hundred and seventy nine dollars.

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Qualification Requirements

(Complete these pages entirely and include with Sealed Bid.)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

A. Any information for which OWNER cannot corroborate is grounds for rejection of Bid. (Use additional sheets as needed to provide the required information.)

1. State the numbers of years your organization has been doing business in the State of Florida: 35 years

2. Has Bidder ever failed to perform satisfactorily under a previous contract for the Town or other entity? If so, provide explanation.

No.

3. State the location of the office from which this contract will be managed.

SATCO, 10210 Highland Manor Dr., Suite 140, Tampa FL 33610

4. Provide the name of Bidder's Contract Manager who will be assigned to this contract, if awarded.

Susan Forney - Supply Chain Manager and Katie Bain - Customer Service

5. Provide the company name and contact information of the Bidder's sub-contractor to be used for chemical transportation, hauling and delivery, if applicable. If the Bidder provides chemical transportation, hauling and delivery then mark this section as "Self-Perform"

KC Industries, Mulberry Florida: Dispatch (863) 425-2252

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PROCEED TO NEXT SECTION

Qualification Requirements (Continued)

6. Only Bidders and Subcontractor(s) who are deemed qualified by OWNER, at OWNER's sole discretion, will be considered for contract award. Failure to provide previous experience and qualification information requested by the Bidding Documents with the Bidder's Sealed Bid, or if the OWNER cannot corroborate the previous experience and qualification information submitted by Bidder in Bidder's Sealed Bid, may result in Bid disqualification.

NOTE: Bidder shall complete and submit with the Sealed Bid the following Bidder Qualification forms for the chemical SUPPLIER and company sub-contracted for chemical transportation, hauling and delivery, if applicable. All information requested on the forms shall be provided in sufficient detail for OWNER to perform a comprehensive review of the Bid. For the chemical SUPPLIER, provide previous experience and qualifications for at least five (5) references completed over the past five (5) years. For sub-contractors, provide previous experience and qualifications for at least three (3) references completed over the past three (3) years. Bidders may provide additional information to assist OWNER in evaluating previous experience and qualifications. Copy the forms and attach additional pages as needed.

NOTE: In order to be deemed acceptable for the purpose of determining Bidder Qualification, similar projects shall be listed on the following forms and have all information completed (blanks correctly filled in)

7. BIDDER shall demonstrate the ability to supply the required chemical at the estimated quantities, unit prices and terms for the duration of the Contract. List ALL Contracts awarded within the last five years that were terminated in advance on the completion date as a result of the BIDDER's inability to satisfy their obligations under the terms of the Contract. Attach additional pages as needed:

CONTRACT NAME: None

OWNER NAME/CONTACT INFO: _____

CONTRACT COMPLETION DATE: _____

ACTUAL COMPLETION DATE: _____

8. List ALL Contracts within the past five years (underway or completed) in which adverse litigation, including but not limited to mediation, involving the OWNER, occurred, either directly or indirectly with the Bidder or his/her subcontractors. Attach additional pages as needed:

PROJECT: None

OWNER: _____

TYPE OF
LITIGATION: _____

REASON FOR LITIGATION: _____

9. A copy of Bidder's most recent audited financial statement may be requested as additional information after bids are received during the bid evaluation process.

Qualification Requirements (Continued)

As Bidder, we certify the following:

(1) NAME & LOCATION OF CONTRACT: City of Tampa

OWNER CONTACT NAME AND PHONE NUMBER: Peter Iglesias (813) 231-5258

NAME OF CHEMICAL SUPPLIED: 93% Sulfuric Acid

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 10,000 short tons

CONTRACT VALUE: \$2,740,000.00

CONTRACT START AND COMPLETION DATES: June 2022 through June 2025

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: We have supplied the City of Tampa for over 20+ years.

(2) NAME & LOCATION OF CONTRACT: Tampa Bay Water

OWNER CONTACT NAME AND PHONE NUMBER: Brian Borden (813)205-9231

NAME OF CHEMICAL SUPPLIED: 93% Sulfuric Acid

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 9,932 short tons

CONTRACT VALUE: \$2,580,000.00

CONTRACT START AND COMPLETION DATES: October 2021 through September 2024

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: We have been supplying Tampa Bay Water for over 15+ years.

Qualification Requirements (Continued)

(3) NAME & LOCATION OF CONTRACT: Seacoast Utility Authority

OWNER CONTACT NAME AND PHONE NUMBER: Bob Takahashi (561)223-5455

NAME OF CHEMICAL SUPPLIED: 93% Sulfuric Acid

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 5,300 short tons

CONTRACT VALUE: \$1,685,400.00

CONTRACT START AND COMPLETION DATES: July 2022 - July 2025

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: We have been supplying Seacoast Utility for over 10+ years.

(4) NAME & LOCATION OF CONTRACT: City of Port St. Lucie

OWNER CONTACT NAME AND PHONE NUMBER: Bilmer Serrano (772) 871-7330

NAME OF CHEMICAL SUPPLIED: 93% Sulfuric Acid

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 1,300 short tons

CONTRACT VALUE: \$415,000.00

CONTRACT START AND COMPLETION DATES: July 2022 through July 2025

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: We have been supplying the City of Port St. Lucie for 15+ years.

Qualification Requirements (Continued)

(5) NAME & LOCATION OF CONTRACT: City of Cooper City

OWNER CONTACT NAME AND PHONE NUMBER: Ryan Webster (954)680-1445

NAME OF CHEMICAL SUPPLIED: 93% Sulfuric Acid

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 1,500 short tons

CONTRACT VALUE: \$500,000.00

CONTRACT START AND COMPLETION DATES: June 2019 through May 2025

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: We have been supplying the City for the last 5 years.

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Proposal (Continued)

If awarded the Contract, the undersigned agrees to execute the attached Agreement/Contract within fifteen (15) calendar days from the date set forth in the Notice of Intent to Award or Notice of Award, whichever one is received first.

The undersigned understands and accepts that the Contract commences on October 1, 2024 and continues for one year, ending September 30, 2025. The undersigned understands and accepts that the OWNER may elect to commence the Contract prior to October 1, 2024 and that the Contract expiration dates will remain as stated.

The undersigned agrees that all bid documents issued for this Contract, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of 0 (insert number) Addenda for this Bid.

The undersigned acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfers (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.

The undersigned understands and accepts that OWNER will issue a Contract number in October of the contract period for the estimated annual quantity at the Total Estimated Bid Price (F.O.B.), based on Bid Unit Pricing and the estimated quantities on the Bid Form. Payment to the SUPPLIER will be based on bid/contract unit pricing F.O.B. (per ton) as indicated on the bid form, which will become the contract schedule of values for payment purposes. Payment will be made based on actual quantities delivered to OWNER and received in place for use by the OWNER. Supplier understands Unit Prices submitted with their bid shall remain in effect for the duration of the initial contract term; no price adjustments shall be considered during the initial contract term.

The undersigned is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

The undersigned states that this bid proposal is the only proposal for this project in which he is interested and certifies that all of the information provided in this bid proposal is true and correct.

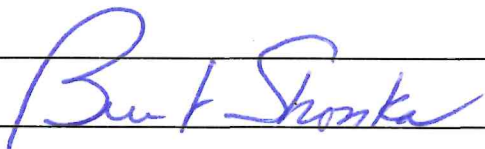
SUBMITTAL DATE June 21, 2024

FIRM NAME Sulphuric Acid Trading Company, Inc.

BUSINESS ADDRESS 10210 Highland Manor Drive, Suite 140, Tampa FL 33610

BUSINESS TELEPHONE (813) 225-2000

FIRM'S FEIN 59-3424337

SIGNATURE OF RESPONSIBLE OFFICIAL 

PRINT NAME AND TITLE Brent Shonka, General Manager

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL satco@satcoinc.net

STATE OF INCORPORATION Florida

FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

Title President/Secretary - Brent Shonka, Title Directors - Sato Masaya and Hidenori Eto, Title Treasurer -

Christopher Clark; 10210 Highland Manor Dr., Suite 140, Tampa FL 33610

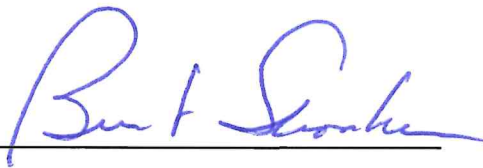
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Contractor E-Verify Affidavit

I hereby certify that Sulphuric Acid Trading Company, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

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

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



Print Name: Brent Shonka

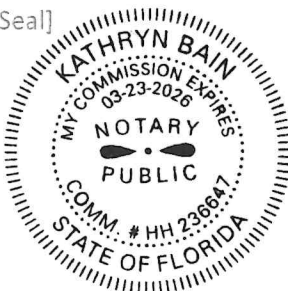
Date: June 21, 2024

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or / online notarization, this June 21, 2024 (date) by Brent Shonka (name of officer or agent, title of officer or agent) of Sulphuric Acid Trading Company, Inc. (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

[Notary Seal]



Notary Public

Kathryn Bain

Name typed, printed or stamped

My Commission Expires: March 23, 2026



My Company Account

My Company Profile

Company Information

Company Name	Doing Business As (DBA) Name
Sulphuric Acid Trading Company, Inc.	SATCO
Company ID	Enrollment Date
2469417	Jun 17, 2024
Employer Identification Number (EIN)	Unique Entity Identifier (UEI)
593424337	---
DUNS Number	Total Number of Employees
---	20 to 99
NAICS Code	Sector
424	Wholesale Trade
Subsector	
Merchant Wholesalers, Nondurable Goods	

[Edit Company Information](#)

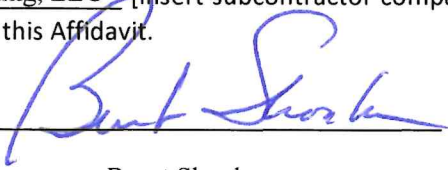
Employer Category

Subcontractor E-Verify Affidavit

I hereby certify that KC Industries Trucking, LLC [insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

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

A true and correct copy of KC Industries Trucking, LLC [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.


Print Name: Brent Shonka

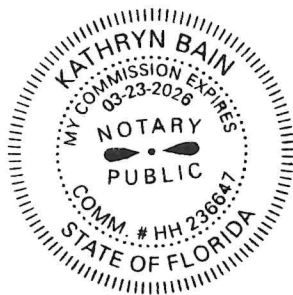
Date: June 21, 2024

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or / online notarization, this June 21, 2024 (date) by Brent Shonka (name of officer or agent, title of officer or agent) of Sulphuric Acid Trading Company, Inc. (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

[Notary Seal]



Notary Public

Kathryn Bain
Name typed, printed or stamped

My Commission Expires: March 23, 2026



My Company Account

My Company Profile

Company Information

Company Name KC Industries Trucking, LLC	Doing Business As (DBA) Name ---
Company ID 964325	Enrollment Date Apr 18, 2016
Employer Identification Number (EIN) 593697076	Unique Entity Identifier (UEI) ---
DUNS Number ---	Total Number of Employees 20 to 99
NAICS Code 493	Sector Transportation and Warehousing
Subsector Warehousing and Storage	

Edit Company Information

Employer Category

Employer Category None of these categories apply
--

Edit Employer Category

Company Addresses

Physical Address 2420 Old Hwy 60 Mulberry, FL 33860
--

Hiring Sites

Number of Sites 1

Mailing Address

Po Box 674
Mulberry, FL 33860

[Edit Hiring Sites](#)

[Edit Company Addresses](#)

Company Access and MOU

My Company is configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)



Sworn Statement

PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

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 Sulphuric Acid Trading Company, Inc.
[print name of the public entity]

by Brent Shonka, General Manager
[print individual's name and title]

for Sulphuric Acid Trading Company, Inc.
[print name of entity submitting sworn statement]

whose business address is 10210 Highland Manor Drive, 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: N/A.)

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.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. 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.

5. 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.
6. 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.]**

X Neither the entity submitting this sworn statement, nor any 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 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 THIS 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.

Brent Shonka
[signature]

Sworn to and subscribed before me this 21st day of June, 2024

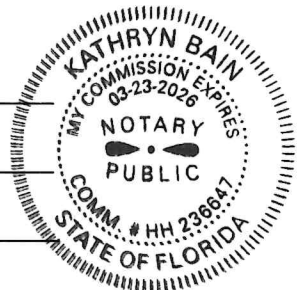
Personally known Brent Shonka

OR Produced identification N/A Notary Public – State of Florida

My commission expires March 23, 2026

Kathryn Bain

(Printed typed or stamped commissioned name notary public)





Sulphuric Acid Trading Company, Inc.

10210 Highland Manor Dr.,
Suite 140
Tampa, FL 33610
Telephone (813) 225-2000
Fax (813) 225-1001

Town of Jupiter Utilities
Chemical Bid W2502B
Contract for Supplying Sulphuric Acid

Certificate of Compliance

The sulphuric acid represented by this bid complies with all applicable specifications referenced herein and will be sourced from SATCO's Terminal in Tampa, Florida; this entity is certified by **ANSI/NSF Standard 60, the NSF Drinking Water Additives Certification Program**. This Certification represents that this product conforms to all applicable requirements of **NSF Standard 60** and all applicable program policies.

Signed by: _____

A handwritten signature in blue ink, appearing to read "But Shonk", written over a horizontal line.

Date: June 21, 2024

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

The undersigned, constituting all the directors of Sulphuric Acid Trading Company, Inc., a Florida corporation (the "Company"), do hereby unanimously agree, declare, and consent in writing, without a meeting and in lieu of the annual meeting thereof, pursuant to and in accordance with Sections 607.0820 and 607.0821 of the Florida Business Corporation Act, to the adoption of, and do hereby adopt, as of the ____ day of _____, 2023, 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, 2022 – March 31, 2023) are approved and ratified to the extent permitted by law.

DELEGATION OF AUTHORITY TO GENERAL MANAGER & TREASURER

RESOLVED, that, effective _____, 2023, Brent Shonka, General Manager, and Christopher Clark, Treasurer, are hereby authorized and directed to make any and all contracts, agreements, and orders which they may deem necessary, appropriate, or advisable from time to time in the ordinary course of conducting the business of the Company in their capacity as General Manager 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

APPROVAL OF ANNUAL BUSINESS PLAN

RESOLVED, that the FY2023 business plan (budget), which is attached as Exhibit "C," is deemed to be in the best interest of the Company.

FURTHER RESOLVED, the attached business plan is approved; and

FURTHER RESOLVED, that all lawful acts that the President, Secretary, Treasurer, and General Manager consider desirable, necessary, or appropriate to implement the attached business plan are approved subject to any existing restrictions or limitations on their respective authority to act without further approval of the Board of Directors.

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: July 19th, 2023


Hidenori Eto, Director

EXECUTED: July 20, 2023

MASAYA Sato
Masaya Sato, Director

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Sulphuric Acid Trading Company, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	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)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-			-		
or								
Employer identification number								
5	9	-	3	4	2	4	3	7

Part II Certification

Under penalties of perjury, I certify that:

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

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 ► 10/1/2023

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.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

State of Florida

Department of State

I certify from the records of this office that SULPHURIC ACID TRADING COMPANY, INC. is a corporation organized under the laws of the State of Florida, filed on January 29, 1997, effective January 22, 1997.

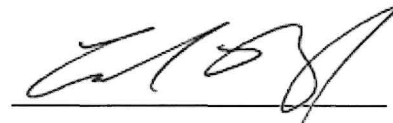
The document number of this corporation is P97000008780.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 8, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of February, 2024*




Secretary of State

Tracking Number: 2553891437CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

NSF International

789 N. Dixboro Road, Ann Arbor, MI 48105 USA

RECOGNIZES

Sulphuric Acid Trading Company, Inc. (SATCO)
Tampa, FL

AS COMPLYING WITH NSF/ANSI/CAN 60 AND ALL APPLICABLE REQUIREMENTS.
PRODUCTS APPEARING IN THE NSF OFFICIAL LISTING ARE
AUTHORIZED TO BEAR THE NSF MARK.



This certificate is the property of NSF International and must be returned upon request. This certificate remains valid as long as this client has products in NSF's Official Listings for the referenced standards. For the most current and complete Listing information, please access NSF's website (www.nsf.org).

Theresa Bellish

October 20, 2023

Certificate# 0F460 - 02

Theresa Bellish

Senior Director North America and Global Municipal Water
Sys



Sulphuric Acid Trading Company, Inc.

SAFETY DATA SHEET

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

Issue Date: April 29, 2015

Revision Date: September 5, 2023

Section 1: Chemical Product and Company Identification

PRODUCT NAME: SULPHURIC ACID 93 – 99%
FORMULA: H_2SO_4
PRODUCT USE: Manufacture of Fertilizers, Batteries, Industrial chemicals, Water treatment, Pulp & Paper, Mining

CHEMICAL SUPPLIER COMPANY NAME

Sulphuric Acid Trading Company, Inc. (SATCO)

3710 Corporex Park Drive, Suite 205

Tampa, Florida 33619

Information 800-633-1358

Fax: 813-225-1001

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

EMERGENCY TELEPHONE

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

Chemtrec International: 703-527-3887

SATCO Emergency: 800-633-1358

Section 2: Hazards Identification

GHS Hazard Class



Skin Corrosive
Eye Corrosive
Acute Toxicity Oral
Corrosive to Metals

Category 1
Category 1
Category 5
Category 1

Signal word:

Danger

Hazard Statement:

H314
H318
H301
H290

Causes severe skin burns and eye damage
Causes serious eye damage
May be harmful if swallowed
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 P234	Wash hands thoroughly after handling. 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 P304+P340	Wash contaminated clothing before reuse. 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 P406	Store locked up. Store in corrosion resistant container with a resistant inner liner.
	Disposal	P501	Dispose of contents/container by following the waste disposal requirements of your country, state, or local authorities.

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

HAZARD CLASSIFICATION:

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

FIRE AND EXPLOSION:

Not considered flammable or combustible.

POTENTIAL HEALTH EFFECTS:

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

APPEARANCE:

Clear, colorless to amber (light)

Section 3: Composition, Information on Ingredients

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

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

Section 4: First Aid Measures

Description of First Aid Measures

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

Most important symptoms and effects, both acute and delayed

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

Indication of any immediate medical attention and special treatment needed

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

Section 5: Fire-fighting Measures

Suitable extinguishing media

Small Fire

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

Large Fire

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

Unsuitable extinguishing media

No information available

Special hazards arising from the substance or mixture

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

Special remarks on Fire Hazards

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

Special remarks on Explosion Hazards

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

Protective actions fire-fighters

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

Further information

Use water spray to cool unopened containers.

Section 6: Accidental Release Measures

Personal precautions, protective equipment, and emergency procedures

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

Environmental precautions

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

Methods and materials for containment and cleaning up

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

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

Section 7: Handling and Storage

Precautions for safe handling

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

Conditions for safe storage, including any incompatibilities

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

Specific uses

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

Section 8: Exposure Controls/Personal Protection

Control Parameters

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

Exposure controls

VENTILATION:

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

SPECIAL VENTILATION CONTROLS:

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

RESPIRATORY PROTECTION:

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

PROTECTIVE GLOVES:

Neoprene, butyl, or nitrile rubber gloves are recommended.

EYE PROTECTION:

Safety glasses or splash goggles with face shield.

SKIN PROTECTION:

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

WORK/HYGIENE PRACTICES:

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

OTHER EQUIPMENT:

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

Section 9: Physical and Chemical Properties

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

Section 10: Stability and Reactivity

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

Section 11: Toxicological Information

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

STOT = Specific Target Organ Toxicity

Section 12: Ecological Information

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

Section 13: Disposal Considerations

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

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

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

Section 14: Transport Information

ROAD TRANSPORT:

ADR = International Carriage of Dangerous Goods by Road

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



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

SEA TRANSPORT: IMDG

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

AIR TRANSPORT: IATA/ICAO

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

Section 15: Regulatory Information

TOXIC SUBSTANCES CONTROL ACT (TSCA) STATUS:

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

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

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

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

CALIFORNIA PROPOSITION 65:

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

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

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

CANADA:

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

WHMIS-INFORMATION:

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

Sulphuric acid:

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

E - Corrosive material

EUROPEAN UNION:

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

Section 16: Other Information

NFPA Rating:

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

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

“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.”

Receipt # **1464748** | Control No. **0049215**

For Period Commencing **JULY 1ST, 2023** | and ending September 30, **2024**

Total: **\$25,356.13** | Dated **07/31/2023** | Application No.

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 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.

Classification	Description	Amount
087620	INVENTORY	\$25114.61
087158	CHEMICALS WHSL	\$231.52
993000	ADMIN HANDLING FEE	\$10.00

**CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION**

By: TCD

PAID

Business Name and Address

SATCO
3710 CORPOREX PARK DR STE 205
TAMPA, FL 33619-1160

Business Name and Location

SATCO
4041 MARITIME BLVD
TAMPA FL 33605-6849

2023 - 2024 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2024

OCC. CODE

380.003001 WHOLESALE MERCHANT/RETAIL SALES

ACCOUNT NO.

13735

RENEWAL

Receipt Fee 30.00

Hazardous Waste Surcharge 0.00

Law Library Fee 0.00

BUSINESS SATCO
4041 MARITIME BLVD
TAMPA, FL 33605

2023 - 2024

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

Paid 22-634-010067

07/28/2023 30.00

BUSINESS TAX RECEIPT

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

NANCY C MILLAN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)

03/28/2024

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37205191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@wtwco.com FAX (A/C, No): 1-888-467-2378																					
INSURED Sulphuric Acid Trading Company Inc. (SATCO) 10210 Highland Manor Drive Ste. 140 Tampa, FL 33610	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>National Union Fire Insurance Company of P</td><td>19445</td></tr><tr><td>INSURER B:</td><td>Mitsui Sumitomo Insurance USA Inc</td><td>22551</td></tr><tr><td>INSURER C:</td><td>Everest Denali Insurance Company</td><td>16044</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Union Fire Insurance Company of P	19445	INSURER B:	Mitsui Sumitomo Insurance USA Inc	22551	INSURER C:	Everest Denali Insurance Company	16044	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** W33032419**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Marine GL / ☒ Marine Term Operators GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Action Over/Indemnity Limit, Pollution S&A	Y	Y	45780547	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Ded \$ 25,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		BVR8302070	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ CLAIMS-MADE			45780550	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EN6WC00232-241	04/01/2024	04/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract for Supplying Sulfuric Acid (W2405B)

Bumbershoot Liabilities - policy nos. and underwriters are as follows:

National Union Fire Insurance Company of Pittsburgh, PA
50%**CERTIFICATE HOLDER****CANCELLATION**

Town of Jupiter 210 Military Trail Jupiter, FL 33458	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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SR ID: 25621671

BATCH: 3395456

Page 128 of 496



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Sulphuric Acid Trading Company Inc. (SATCO) 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

Policy # 45780550

Liberty Mutual Insurance Company

25%

Policy # NYABDE05008

Zurich American Insurance Co.

25%

Policy # 12459M24

The Town of Jupiter is included as Additional Insured as respects to General Liability and Auto Liability.

General Liability policy shall be Primary with any other insurance in force for or which may be purchased by Additional Insured.

Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability.



KC Industries Trucking LLC

2420 Old Hwy 60
PO Box 674
Mulberry, Florida 33860
863 425-2252 (main) 863 425-5003 (fax)

KC Industries Trucking (KCIT) specializes in transporting bulk liquid and hazardous chemicals, including Ammonia, Sulfuric Acid, Alum, Ferric Chloride, Hydrochloric Acid, Caustic Soda, and more.

KCIT was established in 2001 to serve the local Chemical Industry. Applying the core principles of Safety and Reliability, KCIT expanded its service area and attracted a broad customer base.

We have a variety of clients in the Mining, Agriculture, Energy, Water Treatment, Paper and Fertilizer Industries including municipalities, power plants, chemical distributors and Fortune 500 companies.

Throughout its history, KCIT has created a company culture dedicated to excellence. According to DOT safety statistics, KCIT consistently has the best CSA (DOT) safety rating in the industry and the company demonstrates its commitment to high standards and exceptional customer service every day.

The company provides a training program that exceeds industry standards with on-going training to ensure drivers provide safe, accurate and on-time service. KCIT dispatchers are an important part of the company's success. From the moment the customer places an order, the dispatch team monitors the entire process. Orders are tracked from the source to the destination and the dispatchers resolve any issues that may impact the safe and reliable delivery of the customer's product.

KCIT uses a state-of-the-art tracking system that allows rapid response to equipment issues, weather changes, road closures and an assortment of other emergencies. This combination of highly trained drivers, experienced dispatchers and the best logistics in the business means customers receive their product safely, on time, as promised!



KC Industries Trucking LLC

2420 Old Hwy 60
PO Box 674
Mulberry, Florida 33860
863 425-2252 (main) 863 425-5003 (fax)

Trade References

Sulfuric Acid Trading Company

Phone: 800-633-1358

Contact: Katie Bain

Email: KBain@Satcoinc.net

10210 Highland Manor Dr. Suite 140

Tampa, FL 33610

Shrieve Chemical

Phone: 281-367-4226

Contact: Wanda Stewart

Email: WStewart@Shrieve.com

1422 Lake Front Circle Suite 500

The Woodlands, TX 77380

Kemira Water Solutions, Inc.

Phone: 863-410-2738

Contact: Sharon Taylor

Email: Sharon.Taylor@Kemira.com

3233 Delta Ave.

Bartow, FL 33830

Hawkins, Inc.

Phone: 321-299-9810

Contact: Brandon Rice

Email: Brandon.Rice@HawkinsInc.com

2263 Clark Street

Apopka, FL 32703

Agreement (Contract) Between OWNER and Contractor

This Agreement (Contract) made this _____ day of _____, 2024 by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as the "the TOWN" and "OWNER", and **Sulphuric Acid Trading Company, Inc., 10210 Highland Manor Drive, Suite 140, Tampa, FL 33610**, a Corporation, whose Federal I.D. number is **59-3424337** hereinafter designated as "the SUPPLIER", in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK.

- 1.1 SUPPLIER shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Supply the Town of Jupiter Utilities Water Treatment Plant with sulfuric acid for a period of one year beginning October 1, 2024 through September 30, 2025 in accordance with the Bid and Contract Documents, including all addenda and technical specifications.
- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **CHEMICAL BID W2502B, CONTRACT FOR SUPPLYING SULFURIC ACID FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. GOODS AND SERVICES.

- 2.1 SUPPLIER shall furnish the Goods and other services as specified or indicated in the Bidding/Contract Documents. The Goods to be furnished are generally described as follows.

Town of Jupiter Utilities
Chemical Bid W2502B
Contract for Supplying Sulfuric Acid

ARTICLE 3. POINT OF DELIVERY.

- 3.1 The place where the Goods are to be delivered is the point of delivery and is designated as:

Town of Jupiter Water Treatment Plant
17403 Central Boulevard
Jupiter, Florida 33458

ARTICLE 4. CONTRACT TIME.

- 4.1 The Goods are to be delivered to the point of delivery and ready for OWNER's acceptance of delivery during the month of October, 2024 as outlined in the contract documents, or otherwise as agreed to by written change order between the OWNER and SUPPLIER. Contract shall expire on September 30, 2025, unless renewed by written change order.
- 4.2 OWNER may renew this contract for up to two individual and consecutive one (1) year terms, for a total contract duration of up to three (3) consecutive years. SUPPLIER shall provide OWNER with written notice no later than March 20th of each year indicating SUPPLIER'S interest and commitment to renew the contract for one additional year, effective October 1. OWNER shall prepare a written change order for a one-year renewal in August preceding the September expiration date of the contract.

ARTICLE 5. CONTRACT PRICE.

- 5.1 OWNER shall pay SUPPLIER for furnishing the Goods and Special Services in accordance with the Contract Documents in current funds according to Contract Unit Pricing F.O.B. (\$/Ton), submitted in SUPPLIER'S Bid for the initial term of the contract.

- 5.2 Annual contract renewals shall be implemented by written change order prepared by OWNER in August of each year, at OWNER'S discretion. Annual renewals shall include price adjustments applied to contract unit pricing based on the most recent annual percentage change in the Producer Price Index (PPI): *Commodity data for Chemicals and Allied Products: Sulfuric Acid, not seasonally adjusted (WPU0613020T1)*. PPI data can be obtained from the BLS Website, <https://www.bls.gov/ppi/>, by emailing the PPI at ppi-info@bls.gov, or by calling (202) 691-7705. Annual price adjustments shall apply to new orders placed on or after the effective date of the associated executed written change order. OWNER may require additional documentation in addition to PPI data to support price adjustments and demonstrate consistency with comparable water utilities with similar contract durations. In the event that the previously referenced PPI is unavailable or permanently discontinued, then the PPI for *Commodity data for Chemicals and Allied Products: Industrial Chemicals (WPU061)* shall be used to calculate annual price adjustments.

ARTICLE 6. PAYMENT PROCEDURES.

- 6.1 Payments made by the OWNER will be made via Electronic Funds Transfer (EFT). SUPPLIER will complete a Town of Jupiter Vendor application form providing OWNER with financial information required for EFT payments.
- 6.2 SUPPLIER shall invoice the OWNER within 30 days of delivery of material and acceptance by OWNER.

ARTICLE 7. SUPPLIER'S REPRESENTATIONS. In order to induce OWNER to enter into this Agreement, SUPPLIER makes the following representations:

- 7.1 SUPPLIER has reviewed and understands the nature and extent of the Bidding/Contract Documents and has given OWNER written notice of all conflicts, errors or discrepancies discovered and agrees written resolution thereof by OWNER is acceptable to SUPPLIER.
- 7.2 SUPPLIER is familiar with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services or other services in connection therewith.
- 7.3 SUPPLIER does not require additional information from OWNER to enable SUPPLIER to furnish the Goods and Special services at the Contract Unit Prices, within the Contract Time and in accordance with the other terms and conditions of the Bidding/Contract Documents.

ARTICLE 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire agreement between SUPPLIER and OWNER are attached to this Agreement, made a part hereof and consists of the following:
- 8.1(a) Table of Contents
 - 8.1(b) Advertisement for Bids
 - 8.1(c) Instructions to Bidders
 - 8.1(d) Proposal
 - 8.1(e) Contractor E-Verify Affidavit
 - 8.1(f) Subcontractor E-Verify Affidavit
 - 8.1(g) Sworn Statement
 - 8.1(h) Notice of Intent to Award
 - 8.1(i) Notice of Award
 - 8.1(j) Agreement (Contract) between OWNER and SUPPLIER
 - 8.1(k) Opinion of Town Attorney

- 8.1(l) Notice to Proceed
- 8.1(m) Technical Specifications bearing the title: Contract for Supplying Sulfuric Acid (W2502B)
- 8.1(n) SUPPLIER's Proposal
- 8.1(o) Any Addenda issued to the Bid Documents
- 8.1(p) Any Modifications, including Change Orders, duly delivered after execution of this Agreement.

ARTICLE 9. MISCELLANEOUS.

- 9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2 OWNER and SUPPLIER each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.3 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
- 9.4 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
 - 9.4(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
 - 9.4(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
 - 9.4(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.
 - 9.4(d) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE**

**CUSTODIAN OF PUBLIC RECORDS AT 561-741-2469,
HALEYJ@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.**

- 9.5 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 448, Florida Statutes, which provides for General Labor Regulations, and specifically Section 448.095, Employment Eligibility. The Contractor acknowledges its legal obligation to comply with § 448.095, Florida Statutes.
- 9.5(a) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
- 9.5(b) Subcontractors -
- (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
 - (iii) Contractor shall provide a copy of all subcontractor affidavits to the Town upon receipt and shall maintain a copy for the duration of the Agreement.
- 9.5(c) Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.
- 9.5(d) Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the Town. Contractor shall be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Agreement. At least one counterpart each has been delivered to OWNER and SUPPLIER. All portions of the Contract Documents have been signed or identified by OWNER and SUPPLIER.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Laura E. Cahill, Town Clerk

SUPPLIER

Sulphuric Acid Trading Company, Inc.
10210 Highland Manor Drive, Suite 140
Tampa, FL 33610

Brent Shonka, General Manager

(CORPORATE SEAL)

ATTEST

PRINT NAME AND POSITION

TOWN OF JUPITER
Approving a Contract to Tanner Industries, Inc. for Supplying Anhydrous Ammonia for \$1.03 per pound



DATE	August 8, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 85-24: Approving a contract to Tanner Industries, Inc. for Supplying Anhydrous Ammonia (W2502G) for an amount of \$1.03 per pound

EXECUTIVE SUMMARY

Resolution 85-24 provides for award of a contract to Tanner Industries, Inc. for supplying anhydrous ammonia (W2502G) to Jupiter's water treatment plant for Fiscal Year (FY) 2025, at a unit cost of \$1.03 per pound.

Disinfection of drinking water is required by regulations of the United States Environmental Protection Agency (USEPA) and the Florida Department of Environmental Protection (FDEP). Anhydrous ammonia is one of the disinfection products used by the Town's water treatment plant to comply with disinfection regulations.

A contract for Supplying Anhydrous Ammonia (W2502G) was publicly advertised for competitive bids on May 26, 2024, in accordance with the Town's purchasing policy. On June 25, 2024, two bids were received and opened publicly. The lowest bid was submitted by Tanner Industries, Inc. at a unit price of \$1.03 per pound. Tanner Industries' bid unit price is 3.74% lower than the 2nd bidder. A detailed bid tabulation is attached. Tanner Industries' bid unit price for anhydrous ammonia is also 3.74% lower than the current (FY2024) contract unit price of \$1.07 per pound. A table of historical chemical costs is attached for reference.

Tanner Industries' bid was reviewed and found to be responsive to the bid requirements. Tanner Industries, Inc. has supplied the Town's Water Utility with water treatment chemicals in past years, and is the current (FY2024) supplier of anhydrous ammonia. Tanner Industries, Inc. has provided the Town with acceptable service and product, fulfilling their contractual obligations.

Funding for this contract is provided in the proposed FY2025 Water Utility Operating budget. Based on an estimated annual quantity of 69,500 pounds of anhydrous ammonia, the annual value of this contract is estimated to be \$71,585. The contract consists of an initial one (1) year term from October 1, 2024 thru September 30, 2025, and contains provisions for renewal by change order for two individual and consecutive one-year terms. Unit pricing for the initial one-year term is fixed, while annual renewals are subject to unit price adjustment based on the annual percentage change in the Producer Price Index (PPI) Commodity data for Chemicals and Allied Products.

ANALYSIS

A review of Tanner Industries' bid submitted on June 25, 2024 for Supplying Anhydrous Ammonia (W2502G) to Jupiter's water treatment plant for FY2025 (October 1, 2024-September 30, 2025), concluded that their bid is responsive to the bid requirements and suitable for award. Tanner Industries' bid in the amount of \$1.03 per pound was the lowest bid received. Tanner Industries has supplied anhydrous ammonia to the Town's water treatment plant in the past and is the current (FY2024) supplier of anhydrous ammonia. Based on the estimated ammonia demand projected for the water treatment plant for FY2025 and Tanner Industries' bid unit price of \$1.03 per pound, the annual cost for anhydrous ammonia in FY2025 is estimated to be \$71,585.00. The contract contains provisions for up to two individual and consecutive annual renewals, subject to price adjustment based on the annual percentage change in the PPI.

STRATEGIC PRIORITY

- Fiscal Responsibility

ATTACHMENTS

1. Resolution 85-24
2. Bid Tabulation for Anhydrous Ammonia (W2502G)
3. Table of Historical Chemical Bid Costs
4. W2502G Tanner Industries Bid
5. W2502G Tanner Industries Contract Agreement

FUNDING SOURCE

Proposed in FY25 Operating Budget	\$88,371	Sources: Proposed FY 2025 Water Enterprise Operating Budget
Additional Funding Requested	\$	Sources:

For more information or to request attachments, please contact Haley Johnson at HaleyJ@jupiter.fl.us and/or 561-741-2469.

RESOLUTION NO. 85-24**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR SUPPLYING ANHYDROUS AMMONIA TO THE TOWN'S WATER TREATMENT PLANT**

WHEREAS, the Town of Jupiter Water Utility currently owns, operates, and maintains a 13.7 million gallon per day (mgd) reverse osmosis water treatment facility, a 14.5 mgd nanofiltration water treatment facility, and a 1.8 mgd anion exchange water treatment facility each of which use various chemicals in the treatment process to produce drinking water in compliance with all regulatory requirements; and

WHEREAS, the Town of Jupiter has prepared and competitively bid contracts which set forth the scope of work and responsibilities of each chemical supplier; and

WHEREAS, the lowest responsive bid received by the Town on June 25, 2024, for supplying anhydrous ammonia was submitted by Tanner Industries, Inc. in an amount of \$1.03 per pound, estimated to be \$71,585.00 annually, based on an estimated ammonia demand of 69,500 pounds per year; and

WHEREAS, the bid for supplying anhydrous ammonia submitted by Tanner Industries, Inc. is responsive to the bid requirements and suitable for award of the initial one-year term, beginning October 1, 2024 and ending September 30, 2025, and subsequent annual renewals as provided for in the contract; and

WHEREAS, the Town has budgeted funds in the Water Enterprise Fiscal Year 2025 Operating Budget for the supply of the water treatment chemical to be supplied as part of this contract.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF JUPITER, FLORIDA:**

Section 1. The contract between the Town of Jupiter and Tanner Industries, Inc. for supplying anhydrous ammonia (W2502G) to the Town's Water Utility, is hereby accepted.

Section 2. The Mayor is authorized and directed to execute said contract on behalf of the Town.

Section 3. Upon the acceptance and execution of the contract, Tanner Industries, Inc. shall be responsible for carrying out all responsibilities which have been established therein.

Section 4. This Resolution shall take effect immediately upon its execution.

8/8/2024

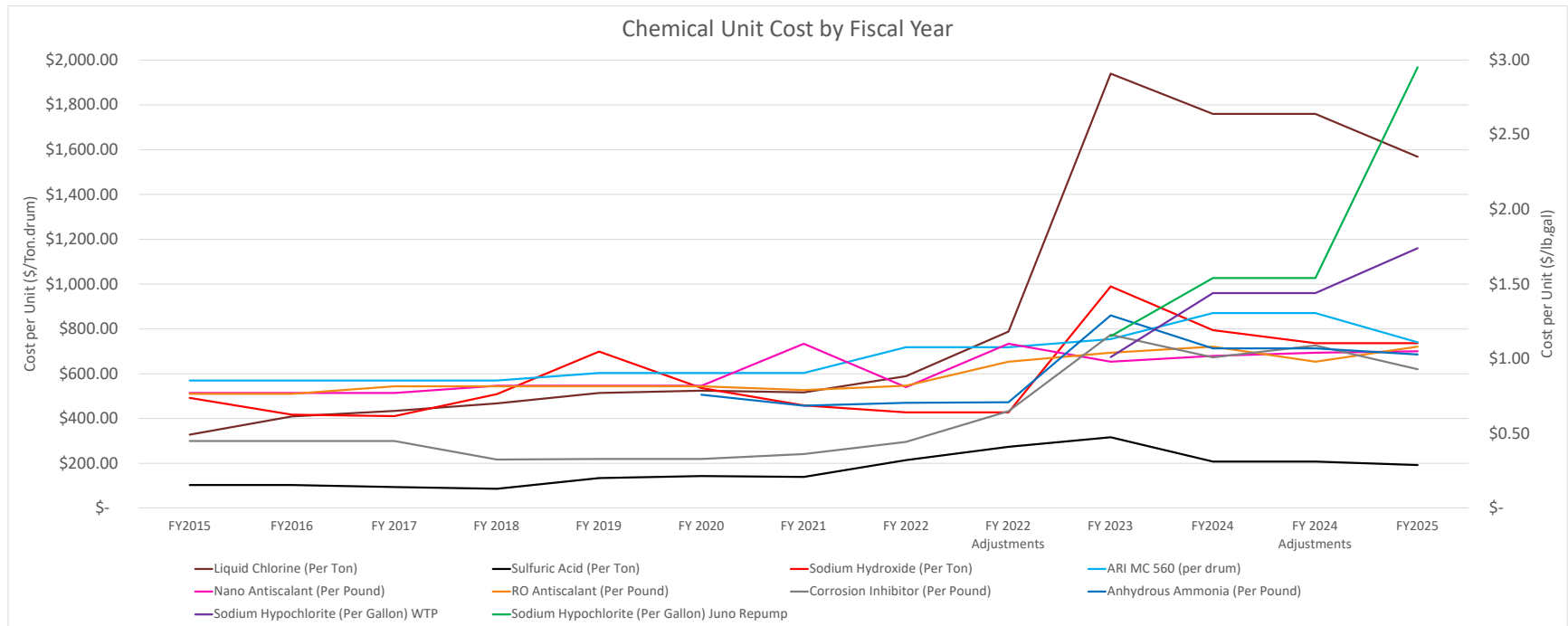


Town of Jupiter Utilities
Contract for Supplying Anhydrous Ammonia (W2502G)

June 25, 2024 2:00PM Bid Opening

SUPPLIER				TANNER INDUSTRIES, INC.		AIRGAS SPECIALTY PRODUCTS, INC.	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BID ITEMS							
1	Anhydrous Ammonia Unit Price (F.O.B.)	69,500	lbs	\$1.03	\$71,585.00	\$1.07	\$74,365.00
2	Freight (F.O.B.)	69,500	lbs	\$0.00	\$0.00	\$0.00	\$0.00
Total Bid Unit Price F.O.B. (\$/pound): (Item Nos. 1-2) =				\$1.03		\$1.07	
Total Estimated Annual Chemical Cost (F.O.B.): (Item Nos. 1-2) =					\$71,585.00		\$74,365.00

Chemical	FY2015	FY2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2022 Adjustments	FY 2023	FY2024	FY 2024 Adjustments	FY2025	Variance FY24 to FY25 Bids	FY24 to FY25 % Change
Nano Antiscalant (Per Pound)	\$ 0.77	\$ 0.77	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 1.10	\$ 0.81	\$ 1.10	\$0.98	\$1.02	\$1.04	\$1.05	\$0.03	2.94%
RO Antiscalant (Per Pound)	\$ 0.77	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.79	\$ 0.82	\$ 0.98	\$1.04	\$1.08	\$0.98	\$1.08	\$0.00	0.00%
Liquid Chlorine (Per Ton)	\$ 327.00	\$ 410.00	\$ 434.00	\$ 467.93	\$ 514.06	\$ 524.00	\$ 517.00	\$ 589.30	\$ 787.71	\$ 1,939.00	\$ 1,759.50	\$ 1,759.50	\$ 1,569.20	(\$190.30)	-10.82%
Sulfuric Acid (Per Ton)	\$ 103.00	\$ 102.99	\$ 94.50	\$ 86.50	\$ 134.00	\$ 143.50	\$ 139.50	\$ 215.00	\$ 273.94	\$ 316.50	\$ 207.50	\$ 207.50	\$ 193.00	(\$14.50)	-6.99%
Sodium Hydroxide (Per Ton)	\$ 492.00	\$ 416.91	\$ 410.00	\$ 508.72	\$ 699.00	\$ 536.00	\$ 458.00	\$ 427.00	\$ 427.00	\$ 989.00	\$ 795.00	\$ 736.20	\$ 736.20	(\$58.80)	-7.40%
Corrosion Inhibitor (Per Pound)	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.33	\$ 0.33	\$ 0.33	\$ 0.36	\$ 0.44	\$ 0.65	\$ 1.16	\$ 1.01	\$ 1.09	\$ 0.93	(\$0.08)	-7.92%
Anhydrous Ammonia (Per Pound)						\$ 0.76	\$ 0.69	\$ 0.71	\$ 0.71	\$ 1.29	\$ 1.07	\$ 1.07	\$ 1.03	(\$0.04)	-3.74%
Sodium Hypochlorite (Per Gallon) WTP										\$ 1.01	\$ 1.44	\$ 1.44	\$ 1.74	\$0.30	20.83%
Sodium Hypochlorite (Per Gallon) Juno Repump										\$ 1.15	\$ 1.54	\$ 1.54	\$ 2.95	\$1.41	91.56%
ARI MC 560 (per drum)	\$569.00	\$569.00	\$569.00	\$569.00	\$603.00	\$ 603.00	\$ 603.00	\$ 719.00	\$ 719.00	\$ 755.00	\$ 870.00	\$ 870.00	\$ 740.00	\$ (130.00)	-14.94%



Bid Proposal

Bidding Company Name: Tanner Industries, Inc.

Town of Jupiter Utilities
210 Military Trail
Jupiter, FL 33458

Gentlemen:

The undersigned, as Bidder, hereby declares that the only Persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, detailed Specifications, and that Bidder has read all addenda issued prior to the opening of Bids; and that Bidder has fully examined the site and the project documents and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to provide the quality, type, and grade of materials called for.

It is proposed that the contract herein described shall be supplied for the guaranteed Unit Prices as follows, all in accordance with the requirements and provisions of the Bidding/contract Documents. Quantities provided are one (1) year estimates, based on projected water production demands. Actual quantities supplied under this contract from those estimated herein. OWNER will only pay for actual quantities supplied and found to be acceptable, in OWNER's sole opinion. Bidder must complete the Bid Form in its entirety. Bid pricing quoted in the submitted Bids shall be firm and guaranteed for the initial contract term. Unit price adjustments shall be considered for annual contract renewals and stipulated in the agreement/contract provision.

The undersigned further declares that he proposes to furnish the item(s) called for within the specified time in this Proposal for the prices provided on the following page, Bid Schedule of Values.

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Bid Schedule of Values
Contract for Supplying Anhydrous Ammonia (W2502G)

Initial Contract Term, 1-year (October 1, 2024 – September 30, 2025)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
Delivery Location: Jupiter Water Treatment Facility, 17403 Central Boulevard, Jupiter, FL 33458					

1	Anhydrous Ammonia Unit Price (F.O.B.)	69,500	lbs	\$ <u>1.03</u>	\$ <u>71,585.00</u>
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2	Freight (F.O.B.)	69,500	lbs	\$ <u>—</u>	\$ <u>—</u>
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Total Base Bid Unit Price F.O.B. (\$/pound): (Item Nos. 1-2) = \$ 1.03

Total Estimated Annual Chemical Cost (F.O.B.): (Item Nos. 1-2) = \$ 71,585.00

Total Bid Unit Price F.O.B., \$/pound (Item Nos. 1-2) in Words: One dollar and three cents per pound.

Total Estimated Annual Chemical Cost (F.O.B.) based on 69,500 pounds in Words: seventy one thousand, five hundred eighty-five dollars

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Qualification Requirements

(Complete these pages entirely and include with Sealed Bid.)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

A. Any information for which OWNER cannot corroborate is grounds for rejection of Bid. (Use additional sheets as needed to provide the required information.)

1. State the numbers of years your organization has been doing business in the State of Florida: 60+

2. Has Bidder ever failed to perform satisfactorily under a previous contract for the Town or other entity? If so, provide explanation.

No

3. State the location of the office from which this contract will be managed.

Corporate Office - Southampton, PA

Local Plant - Apopka, FL

4. Provide the name of Bidder's Contract Manager who will be assigned to this contract, if awarded.

Matt Tanner - Inside Sales

Rich Butt - Territory Manager

5. Provide the company name and contact information of the Bidder's sub-contractor to be used for chemical transportation, hauling and delivery, if applicable. If the Bidder provides chemical transportation, hauling and delivery then mark this section as "Self-Perform"

N/A (Self - Perform)

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PROCEED TO NEXT SECTION

Qualification Requirements (Continued)

6. Only Bidders and Subcontractor(s) who are deemed qualified by OWNER, at OWNER's sole discretion, will be considered for contract award. Failure to provide previous experience and qualification information requested by the Bidding Documents with the Bidder's Sealed Bid, or if the OWNER cannot corroborate the previous experience and qualification information submitted by Bidder in Bidder's Sealed Bid, may result in Bid disqualification.

NOTE: Bidder shall complete and submit with the Sealed Bid the following Bidder Qualification forms for the chemical SUPPLIER and company sub-contracted for chemical transportation, hauling and delivery, if applicable. All information requested on the forms shall be provided in sufficient detail for OWNER to perform a comprehensive review of the Bid. For the chemical SUPPLIER, provide previous experience and qualifications for at least five (5) references completed over the past five (5) years. For sub-contractors, provide previous experience and qualifications for at least three (3) references completed over the past three (3) years. Bidders may provide additional information to assist OWNER in evaluating previous experience and qualifications. Copy the forms and attach additional pages as needed.

NOTE: In order to be deemed acceptable for the purpose of determining Bidder Qualification, similar projects shall be listed on the following forms and have all information completed (blanks correctly filled in)

7. BIDDER shall demonstrate the ability to supply the required chemical at the estimated quantities, unit prices and terms for the duration of the Contract. List ALL Contracts awarded within the last five years that were terminated in advance on the completion date as a result of the BIDDER's inability to satisfy their obligations under the terms of the Contract. Attach additional pages as needed:

CONTRACT NAME: _____

OWNER NAME/CONTACT INFO: _____

CONTRACT COMPLETION DATE: _____

ACTUAL COMPLETION DATE: _____

8. List ALL Contracts within the past five years (underway or completed) in which adverse litigation, including but not limited to mediation, involving the OWNER, occurred, either directly or indirectly with the Bidder or his/her subcontractors. Attach additional pages as needed:

PROJECT: _____

OWNER: _____

TYPE OF
LITIGATION: _____

REASON FOR LITIGATION: _____

9. A copy of Bidder's most recent audited financial statement may be requested as additional information after bids are received during the bid evaluation process.

Qualification Requirements (Continued)

As Bidder, we certify the following:

(1) NAME & LOCATION OF CONTRACT: Manatee County Water - Bradenton, FL

OWNER CONTACT NAME AND PHONE NUMBER: Mitchell Kersting 941-746-3020

NAME OF CHEMICAL SUPPLIED: Ammonia

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 125,000 lbs

CONTRACT VALUE: _____

CONTRACT START AND COMPLETION DATES: 6/2022 - current

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

(2) NAME & LOCATION OF CONTRACT: City of Ormond Beach - Ormond Beach, FL

OWNER CONTACT NAME AND PHONE NUMBER: Brad Bowman 386-676-3568

NAME OF CHEMICAL SUPPLIED: Ammonia

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 15,000 lbs

CONTRACT VALUE: _____

CONTRACT START AND COMPLETION DATES: 2020 - current

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

Qualification Requirements (Continued)

(3) NAME & LOCATION OF CONTRACT: Lee County Utilities - Fort Myers, FL

OWNER CONTACT NAME AND PHONE NUMBER: Mike Frazzetto 239-823-3788

NAME OF CHEMICAL SUPPLIED: Ammonia

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 100,000 lbs

CONTRACT VALUE: _____

CONTRACT START AND COMPLETION DATES: 2019 - Current

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

(4) NAME & LOCATION OF CONTRACT: City of Boca Raton - Boca Raton, FL

OWNER CONTACT NAME AND PHONE NUMBER: Rich Chamness 561-338-7323

NAME OF CHEMICAL SUPPLIED: Ammonia

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 103,000 lbs

CONTRACT VALUE: _____

CONTRACT START AND COMPLETION DATES: 2021 - current

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

Qualification Requirements (Continued)

(5) NAME & LOCATION OF CONTRACT: City of Hollywood - Hollywood, FL

OWNER CONTACT NAME AND PHONE NUMBER: Luis Montoya 954-967-4230

NAME OF CHEMICAL SUPPLIED: Ammonia

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: 42,000 lbs

CONTRACT VALUE: _____

CONTRACT START AND COMPLETION DATES: 2021 - current

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

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Proposal (Continued)

If awarded the Contract, the undersigned agrees to execute the attached Agreement/Contract within fifteen (15) calendar days from the date set forth in the Notice of Intent to Award or Notice of Award, whichever one is received first.

The undersigned understands and accepts that the Contract commences on October 1, 2024 and continues for one year, ending September 30, 2025. The undersigned understands and accepts that the OWNER may elect to commence the Contract prior to October 1, 2024 and that the Contract expiration dates will remain as stated.

The undersigned agrees that all bid documents issued for this Contract, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of _____ (insert number) Addenda for this Bid.

The undersigned acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfers (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.

The undersigned understands and accepts that OWNER will issue a Contract number in October of the contract period for the estimated annual quantity at the Total Estimated Bid Price (F.O.B.), based on Bid Unit Pricing and the estimated quantities on the Bid Form. Payment to the SUPPLIER will be based on bid/contract unit pricing F.O.B. (per LB) as indicated on the bid form, which will become the contract schedule of values for payment purposes. Payment will be made based on actual quantities delivered to OWNER and received in place for use by the OWNER. Supplier understands Unit Prices submitted with their bid shall remain in effect for the duration of the initial contract term; no price adjustments shall be considered during the initial contract term.

The undersigned is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

The undersigned states that this bid proposal is the only proposal for this project in which he is interested and certifies that all of the information provided in this bid proposal is true and correct.

SUBMITTAL DATE 6/19/24

FIRM NAME Tanner Industries, Inc.

BUSINESS ADDRESS 735 Davisville Road, Southampton, PA 18966

BUSINESS TELEPHONE (215) 322-1238

FIRM'S FEIN 23-2050034

SIGNATURE OF RESPONSIBLE OFFICIAL 

PRINT NAME AND TITLE Matt Tanner / Sales Administrator

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL sales@tannerind.com

STATE OF INCORPORATION Pennsylvania

FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

Stephen B. Tanner - 735 Davisville Rd, Southampton, PA 18966

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Contractor E-Verify Affidavit

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

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

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

[Signature]

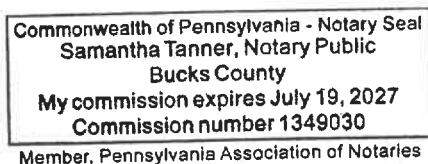
Print Name: Math Tanner

Date: 6/18/24

Pennsylvania
STATE OF ~~FLORIDA~~
COUNTY OF Bucks

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this June 18, 2024 (date) by Math Tanner, Sales Administrator (name of officer or agent, title of officer or agent) of Tanner Industries (name of contractor company acknowledging), a Pennsylvania (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

[Notary Seal]



Notary Public

Samantha Tanner Samantha Tanner

Name typed, printed or stamped

My Commission Expires: July 19, 2027

My Company Account

My Company Profile

Company Information

Company Name

Tanner Industries, Inc.

Doing Business As (DBA) Name

Company ID

838173

Enrollment Date

Dec 18, 2014

Employer Identification Number (EIN)

232050034

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

100 to 499

NAICS Code

424

Sector

Wholesale Trade

Subsector

Merchant Wholesalers, Nondurable Goods

Edit Company Information

Employer Category

Employer Category

Subcontractor E-Verify Affidavit

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

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

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

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

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

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires:

Sworn Statement

PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

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 Town of Jupiter
[print name of the public entity]

by Matt Tanner / Sales Administrator
[print individual's name and title]

for Tanner Industries, Inc.
[print name of entity submitting sworn statement]

whose business address is 735 Davisville Rd, Southampton, PA 18966

and (if applicable) its Federal Employer Identification Number (FEIN) is:
23-2050034

(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.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. 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.

5. 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.
6. 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.]**

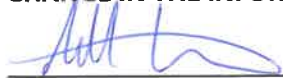
☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent 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 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 THIS 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]

Sworn to and subscribed before me this 18th day of June, 2024

Personally known MATT TANNER

OR Produced identification _____ Notary Public – State of Pennsylvania

My commission expires July 19, 2027

Samantha Tanner Samantha Tanner
(Printed typed or stamped commissioned name notary public)

Commonwealth of Pennsylvania - Notary Seal Samantha Tanner, Notary Public Bucks County My commission expires July 19, 2027 Commission number 1349030 Member, Pennsylvania Association of Notaries
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TANNER INDUSTRIES, INC.

735 DAVISVILLE ROAD, THIRD FLOOR
SOUTHAMPTON, PA 18966-3200
215-322-1238 FAX 215-322-7725
www.tannerind.com

June 18, 2024

Town of Jupiter
Jupiter, FL
ITB: W2502G

Dear Sir:

This is to certify that Matthew Tanner has the corporate authority to enter into agreements/contracts for Tanner Industries, Inc.

If there is a need for additional information, please call 1-800-643-6226

Sincerely,
Tanner Industries, Inc.

Eric Hindawi
Secretary Treasurer

Tanner Industries, Inc. Bid Exceptions:

17. INDEMNIFICATION AND INSURANCE

17.1 By placing a bid, the bidder agrees to indemnify and hold the Town of Jupiter, its agents, employees and elected officers free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including reasonable attorney's fees) arising out of or incident to or in connection with the bidder's responsibility to perform negligent performance under this contract. This agreement in no way restricts or interferes with the right of any political subdivision of Palm Beach County, Florida, to re-bid any or all items.

17.2 SUPPLIER shall procure and maintain, through the term of the contract, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the attached "Exhibit A", and made a part of this Contract. The insurance limits and coverage conditions identified require first dollar coverage. The OWNER shall be named as an "additional insured" under the General and Automobile insurance. The coverage required shall extend to all employees ~~and subcontractors~~ of the SUPPLIER.

Exhibit A – Insurance Requirements

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

for all employees of the SUPPLIER for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the SUPPLIER ~~and all subcontractors~~.

2023 EXPIRES 9/30/2024 3501-0972544
3501 DISTRIBUTOR-AMMONIA \$30.00 1 EMPLOYEE ;

TOTAL TAX \$30.00
PREVIOUSLY PAID \$30.00
TOTAL DUE \$0.00

TANNER STEPHEN B

TANNER INDUSTRIES
TANNER STEPHEN B
735 DAVISVILLE RD 3RD FLR
SOUTHAMPTON PA 18966-3276

2530 VULCAN RD
U - APOPKA, 32703

PAID: \$30.00 0098-01140979 9/30/2023

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2023 EXPIRES 9/30/2024 3501-0972544
3501 DISTRIBUTOR-AMMONIA \$30.00 1 EMPLOYEE ;

TOTAL TAX \$30.00
PREVIOUSLY PAID \$30.00
TOTAL DUE \$0.00

TANNER STEPHEN B

TANNER INDUSTRIES
TANNER STEPHEN B
735 DAVISVILLE RD 3RD FLR
SOUTHAMPTON PA 18966-3276

2530 VULCAN RD
U - APOPKA, 32703

PAID: \$30.00 0098-01140979 9/30/2023



This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

State of Florida

Department of State

I certify from the records of this office that TANNER INDUSTRIES, INC. is a Pennsylvania corporation authorized to transact business in the State of Florida, qualified on December 20, 1991.

The document number of this corporation is P36769.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on April 30, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirtieth day of April, 2024*




Secretary of State

Tracking Number: 8859006920CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Fuel/Pollutants License

Issued Pursuant to Chapter 206, Florida Statutes

DR-114
R. 05/17
10/14/23

TANNER INDUSTRIES INC
735 DAVISVILLE RD FL 3
SOUTHAMPTON PA 18966-3277

Dear Taxpayer:

Attached below is your Fuel/Pollutants tax license issued pursuant to Chapter 206 of the Florida Statutes. This authorizes the license holder to engage in the fuel/pollutants activity classifications listed on the license. The license must be displayed conspicuously at the principal place of business. The license is only valid for the person/business named and cannot be transferred or assigned to another entity or person. Whenever the license is held by a corporation or business entity, there can be no change of stock, ownership, or equity without prior approval by the Department. The license is only valid through the expiration date listed. If no expiration date is listed, the license is valid until notified by the Department.



Fuel/Pollutants License

Issued Pursuant to Chapter 206, Florida Statutes

DR-114
R. 05/17
10/14/23

License Number: 62141
FEIN Number: 23-2050034

Expiration Date: 12/31/2024

License Activity: Pollutants-Importer

TANNER INDUSTRIES INC
735 DAVISVILLE RD FL 3
SOUTHAMPTON PA 18966-3277

Location:

License is Not Transferable – It Must be Posted in a Conspicuous Place

This business has complied with the required provisions of Chapter 206, Florida Statutes, and is authorized to engage in fuel activities under the license activity classification listed above. If no expiration date is listed, the license is valid until notified by the Department of Revenue.



TANNER INDUSTRIES, INC.

735 DAVISVILLE ROAD, THIRD FLOOR
SOUTHAMPTON, PA 18966-3200
215-322-1238 FAX 215-322-7791
www.tannerind.com

ANHYDROUS AMMONIA SPECIFICATIONS

Metallurgical Grade		
Ammonia (NH_3) Assay	99.9965%	Minimum
Ammonia (NH_3) Assay	99.9990%	Typical
Water	33 ppm	Maximum
Water	<10 ppm	Typical
Oil	2 ppm	Maximum
Oil	1 ppm	Typical

Revision: August 01, 2009

Supersedes: June 01, 2001

Approval: QC/QA 

DIVISIONS

NATIONAL AMMONIA, BOWER AMMONIA AND CHEMICAL, NORTHEASTERN AMMONIA, HAMLER INDUSTRIES

NSF International

RECOGNIZES

TANNER INDUSTRIES, INC.

Plant at: APOPKA, FL

AS COMPLYING WITH NSF/ANSI 60.

PRODUCTS APPEARING IN THE NSF OFFICIAL LISTING ARE
AUTHORIZED TO BEAR THE NSF MARK.



March 11, 2002

Certificate# 01-251-01

NSF International



Tanner Industries, Inc.

SAFETY DATA SHEET

Section 1. Identification

Product Name: **Ammonia, Anhydrous**
Synonyms: Ammonia
CAS REGISTRY NO: 7664-41-7
Supplier: Tanner Industries, Inc.
735 Davisville Road
Southampton, PA 18966
Website: www.tannerind.com
Telephone (General): 215-322-1238
Corporate Emergency Telephone Number: **800-643-6226**
Emergency Telephone Number: **Chemtrec: 800-424-9300**
Recommended Use: Various Industrial / Agricultural

Section 2. Hazard(s) Identification

Hazard: Acute Toxicity, Corrosive, Gases Under Pressure, Flammable Gas, Acute Aquatic Toxicity
Classification: Acute Toxicity, Inhalation (Category 4) Note: (1 - Most Severe / 4 - Least Severe)
Skin Corrosion / Irritation (Category 1B)
Serious Eye Damage / Irritation (Category 1)
Gases Under Pressure (Liquefied gas)
Flammable Gases (Category 2)
Acute Aquatic Toxicity (Category 1)

Pictogram:



Signal word: **Danger**

Hazard statements: Harmful if inhaled.
Causes severe skin burns and serious eye damage.
Flammable gas.
Contains gas under pressure; may explode if heated.
Very toxic to aquatic life.

Precautionary statements: Avoid breathing gas/vapors.
Use only outdoors or in well-ventilated area.
Wear protective gloves, protective clothing, eye protection, face protection.
Keep away from heat, sparks, open flames and other ignition sources. No smoking.

Precautionary statements

(continued):

IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a doctor/physician and seek medical attention for severe exposure or if symptoms persist. Specific treatment, see supplemental first aid instructions in Section 4 (First Aid Measures).

IF ON SKIN: Rinse immediately with plenty of water before removing clothes. Contaminated clothing could possibly be frozen to skin. Rinse skin with water or shower (minimum of 20 minutes). Specific treatment, see supplemental first aid instructions in Section 4 (First Aid Measures).

IF IN EYES: Immediately call a doctor/physician and seek medical attention. Rinse continuously with water for several minutes (minimum of 20 minutes). Specific treatment, see supplemental first aid instructions in Section 4 (First Aid Measures).

Wash contaminated clothing before reuse.

Store in a well-ventilated place. Keep container tightly closed. Protect from sunlight. Store locked up.

In case of leakage: Eliminate all ignition sources, if safe to do so.

In case of leaking gas fire: Stop flow of gas before extinguishing.

Dispose of contents/container in accordance with local, regional, national, international regulations as applicable. See section 13 (Disposal Considerations).

NFPA Rating:

Health (Blue) - 3

Flammability (Red) - 1

Instability (Yellow) - 0

Special Hazards (White) - NA



Note:

For indoor refrigeration systems/equipment the degree of flammability is 3 (refer to International Mechanical Code (IMC), Chapter 11).

NFPA Numbering System:

0 = Least Hazardous / 4 = Most Hazardous

HMIS Rating:

ANHYDROUS AMMONIA		
HEALTH	-	3
FLAMMABILITY		1
PHYSICAL HAZARD		0
PERSONAL PROTECTION		H

See note in Section 16 regarding the Hazardous Materials Identification System (HMIS).

HMIS Hazard Index:

0 = Minimal, 1 = Slight, 2 = Moderate, 3 = Serious, 4 = Severe

Section 3. Composition / Information on Ingredients

CHEMICAL NAME: Ammonia, Anhydrous

CAS REGISTRY NO: 7664-41-7

SYNONYMS: Ammonia

CHEMICAL FAMILY: Inorganic nitrogen compounds

COMPOSITION: 99+% Ammonia

Section 4. First Aid Measures

IF INHALED: Immediately remove person to fresh air and keep comfortable for breathing. In case of severe exposure or if irritation persists, breathing difficulties or respiratory symptoms arise, seek medical attention. If not breathing, administer artificial respiration. If trained to do so, administer supplemental oxygen, if required.

IF ON SKIN: Immediately rinse skin and contaminated clothing with plenty of water before removing clothes. Clothing that has been contacted by liquid ammonia may freeze to the skin. Thaw frozen clothing from skin before removing. Flush skin with copious amounts of tepid water for a minimum of 20 minutes. Do not rub or apply topical, occlusive compounds, such as ointments, certain creams, etc., on affected area. For liquid ammonia contact, seek immediate medical attention. For severe vapor contact or if irritation persists, seek medical attention.

IF IN EYES: Immediately rinse continuously with copious amounts of tepid water for a minimum of 20 minutes. Eyelids should be held apart and away from eyeball for thorough rinsing. Do not rub or apply topical, occlusive compounds, such as ointments, certain creams, etc., on affected area. Seek medical attention.

IF SWALLOWED: Rinse mouth. Do not induce vomiting. If conscious, give large amounts of water to drink. May drink orange juice, citrus juice or diluted vinegar (1:4) to counteract ammonia. If unconscious, do not give anything by mouth. Seek medical attention.

NOTE TO PHYSICIAN: Respiratory injury may appear as a delayed phenomenon. Pulmonary edema may follow chemical bronchitis. Supportive treatment with necessary ventilation actions, including oxygen, may warrant consideration.

Section 5. Fire Fighting Measures

EXTINGUISHING MEDIA:

Water Spray, Water Fog, Dry Chemical, Carbon Dioxide (CO₂) or foam.

SPECIAL FIRE FIGHTING PROCEDURES:

Must wear protective clothing and a positive pressure SCBA.

Stop flow of gas or liquid if possible.

Approach fire upwind and evacuate area downwind if needed.

Use water spray to keep fire-exposed containers cool and control vapors.

If a portable container (such as a cylinder or trailer) can be moved from the fire area without risk to the individual, do so to prevent the pressure relief valve of the trailer or portable container from discharging or the cylinder from rupturing. If relief valves are inoperative, heat exposed storage containers may become explosion hazards due to over pressurization.

Stay upwind when containers are threatened.

UNUSUAL FIRE AND EXPLOSION HAZARDS:

Outdoors, ammonia is not generally a fire hazard. Indoors, in confined areas, ammonia may be a fire hazard, especially if oil or other combustible materials are present.

Combustion may form toxic nitrogen oxides (NO_x).

Section 6. Accidental Release Measures

GENERAL:

Only properly trained and equipped persons should respond to an ammonia release.

Wear eye, hand and respiratory protection and protective clothing; see Section 8, Exposure Controls / Personal Protection.

Stop source of leak if possible, provided it can be done in a safe manner.

Leave the area of a spill by moving laterally and upwind.

Isolate the affected area. Non-responders should evacuate the area, or shelter in place.

SPECIFIC STEPS TO BE TAKEN:

For a hazardous material release response, Level A and/or Level B ensemble including positive-pressure SCBA should be used. A positive pressure SCBA is required for entry into ammonia atmospheres at or above 300 ppm (IDLH).

Stay upwind and use water spray downwind of container to absorb the evolved gas.

Do not apply water directly to container, unless there is heat impingement, as ammonia boils at -28 °F (direct water will heat container), and more vapors will be released.

Caution: Adding water directly to liquid spills will increase volatilization of ammonia, thus increasing the possibility of exposure. Contain spill and runoff from entering drains, sewers, streams, lakes and water systems by utilizing methods such as diking, containment, and absorption.

Section 7. Handling and Storage**SPECIAL PRECAUTIONS:**

Only trained persons should handle anhydrous ammonia. Store in well-ventilated areas, with containers tightly closed. Protect from temperatures exceeding 120 °F (48.8 °C). Protect containers from physical damage. Keep away from ignition sources, especially in indoor spaces. Do not use plastic. Do not use any non-ferrous metals such as copper, brass, bronze, tin, zinc or galvanized metals. Use only stainless steel, carbon steel or black iron for anhydrous ammonia containers or piping.

OSHA 29 CFR 1910.111 prescribes handling and storage requirements for anhydrous ammonia.

Refer to Compressed Gas Association (CGA) G-2.1 for the recommendations for the storage and handling of anhydrous ammonia.

VENTILATION:

Local exhaust should be sufficient to keep ammonia vapor below applicable exposure standards.

WORKPLACE PROTECTIVE EQUIPMENT:

Protective equipment should be stored near, but outside of anhydrous ammonia area. Water for first aid, such as an eyewash station and safety shower, should be kept available in the immediate vicinity. See 29 CFR 1910.111 for workplace requirements.

DISPOSAL:

See Section 13, Disposal Considerations. Classified as Resource Conservation and Recovery Act (RCRA) Hazardous Waste due to corrosivity with designation D002, if disposed of in original form.

Section 8. Exposure Controls / Personal Protection**EXPOSURE LIMITS FOR AMMONIA:** (Vapor)

Ammonia		
USA ACGIH	ACGIH TWA	25 ppm
USA ACGIH	ACGIH STEL	35 ppm
USA NIOSH IDLH	NIOSH IDLH	300 ppm
USA NIOSH	NIOSH REL (TWA)	18 mg/m ³ ; 25 ppm
USA NIOSH	NIOSH REL (STEL)	27 mg/m ³ ; 35 ppm
USA OSHA	OSHA PEL (TWA)	35 mg/m ³ ; 50 ppm
Alberta	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
British Columbia	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Manitoba	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
New Brunswick	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Newfoundland & Labrador	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Northwest Territories	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Nova Scotia	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Nunavut	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)

Ontario	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Prince Edward Island	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Quebec	TWAEV / STEV	25 ppm (TWAEV), 35 ppm (STEV)
Saskatchewan	TWA / STEL	25 ppm (TWA), 35 ppm (STEL)
Yukon	TWA / STEL	25 ppm (TWA), 40 ppm (STEL)
Mexico	OEL TWA (mg/m ³)	18 mg/m ³
Mexico	OEL TWA (ppm)	25 ppm
Mexico	OEL STEL (mg/m ³)	27 mg/m ³
Mexico	OEL STEL (ppm)	35 ppm

PROTECTIVE EQUIPMENT:

EYE/FACE PROTECTION: Chemical splash goggles should be worn when handling anhydrous ammonia. A face shield can be worn over chemical splash goggles as additional protection. Do not wear contact lenses when handling anhydrous ammonia. Refer to 29 CFR 1910.133 for OSHA eye protection requirements.

SKIN PROTECTION: Ammonia impervious gloves and clothing (such as neoprene, butyl and Teflon) should be worn to prevent contact during normal operations, such as loading/unloading and transfers. Chemical boots can be worn as additional protection.

RESPIRATORY PROTECTION: Respiratory protection approved by NIOSH for ammonia must be used when applicable safety and health exposure limits are exceeded. For escape in emergencies, NIOSH approved respiratory protection should be used, such as a full-face gas mask and canisters/cartridges approved for ammonia or SCBA. A positive pressure SCBA is required for entry into ammonia atmospheres at or above 300 ppm (IDLH).

Refer to 29 CFR 1910.134 and ANSI: Z88.2 for OSHA respiratory protection requirements. Also refer to 29 CFR 1910.111 for respiratory protection requirements at bulk installations.

VENTILATION: Local exhaust should be sufficient to keep ammonia vapor below applicable exposure standards.

FOR A HAZARDOUS MATERIAL RELEASE RESPONSE: Level A and/or Level B ensemble including positive-pressure SCBA should be used. A positive pressure SCBA is required for entry into ammonia atmospheres at or above 300 ppm (IDLH).

Section 9. Physical and Chemical Properties

APPEARANCE AND ODOR:	Colorless liquid or gas with a pungent odor. Odor threshold 2 - 5 ppm.
SOLUBILITY IN WATER:	(per 100 pounds of water): 86.9 pounds at 32 °F, 51 pounds at 68 °F
SPECIFIC GRAVITY OF GAS (air = 1):	0.596 at 32 °F
SPECIFIC GRAVITY OF LIQUID (water = 1):	0.682 at -28 °F (Compared to water at 39 °F).
WEIGHT (per gallon):	5.15 pounds at 60 °F
PH:	Not applicable (Highly alkaline/base).
BOILING POINT:	-28 °F at 1 Atm.
FORMULA:	NH ₃
MOLECULAR WEIGHT:	17.03 (NH ₃)
FLAMMABILITY	
FLASHPOINT:	None
FLAMMABLE LIMITS OF VAPOR IN AIR:	LEL/UEL 16% to 25% (Listed in the <i>NIOSH Pocket Guide to Chemical Hazards</i> at 15% to 28%).
AUTO IGNITION TEMPERATURE:	1,204 °F (If catalyzed). 1,570 °F (If un-catalyzed).
CRITICAL TEMPERATURE:	271.4 °F
DECOMPOSITION TEMPERATURE:	Not available
GAS SPECIFIC VOLUME:	20.78 Ft ³ /Lb at 32 °F and 1 Atm.
VAPOR DENSITY:	Relative vapor density: 0.60 (air = 1)

LIQUID DENSITY:	38.00 Lb/Ft ³ at 70 °F
VISCOSITY:	0.00982 cP at 68 °F
EVAPORATION RATE:	Not applicable
MELTING/FREEZING POINT:	-77.7 °C (-107.9 °F)
VAPOR PRESSURE:	114 psig at 70 °F
SURFACE TENSION:	23.4 Dynes / cm at 52 °F
CRITICAL PRESSURE:	111.5 Atm
PARTITION COEFFICIENT:	Not available

Section 10. Stability and Reactivity

REACTIVITY:

Anhydrous ammonia has potentially explosive reactions with strong oxidizers. Anhydrous ammonia forms explosive mixtures in air with hydrocarbons, chlorine, fluorine and silver nitrate. Anhydrous ammonia reacts to form explosive products, mixtures or compounds with mercury, gold, silver, iodine, bromine, silver oxide and silver chloride.

CHEMICAL STABILITY:

Stable under normal ambient conditions of temperature and pressure. Heating a closed container causes vapor pressure to increase. Will not polymerize.

POSSIBILITY OF HAZARDOUS REACTIONS:

Will react exothermically with acids and water.

CONDITIONS TO AVOID:

Avoid anhydrous ammonia contact with chlorine, which forms a chloramine gas, which is a primary skin irritant and sensitizer. Avoid contact with galvanized surfaces, copper, brass, bronze, mercury, gold and silver. A corrosive reaction will occur.

INCOMPATIBLE MATERIALS:

Anhydrous ammonia is incompatible with acetaldehyde, acrolein, boron, chloric acid, chlorine monoxide, chlorites, nitrogen tetroxide, perchlorate, sulfur, tin and strong acids.

HAZARDOUS DECOMPOSITION PRODUCTS:

Under normal conditions of storage and use, hazardous decomposition products should not be produced. At high temperatures (e.g. above 600 °F), ammonia may disassociate generating hydrogen and nitrogen gases. Decomposition temperatures may be lowered by contact with certain metals, such as iron, nickel and zinc and by catalytic surfaces.

Section 11. Toxicological Information

Potential health effects: Ammonia is an irritant and corrosive to the skin, eyes, respiratory tract and mucous membranes. Exposure to liquid or rapidly expanding gases may cause severe chemical burns and frostbite to the eyes, lungs and skin. Skin and respiratory related diseases could be aggravated by exposure. The extent of injury produced by exposure to ammonia depends on the duration of the exposure, the concentration of the liquid, gas or vapor and the depth of inhalation.

Exposure Routes:

Inhalation (vapors, gas), skin and/or eye contact (vapors, gas, liquid).

Symptoms of acute exposure:

- Inhalation:** Exposure may result in severe irritation and/or burns of the nose, throat and respiratory tract. May cause dyspnea (breathing difficulty), wheezing, chest pain, bronchospasm, pink frothy sputum, pulmonary edema or respiratory arrest. Extreme exposure may result in death from spasm, inflammation or edema. Respiratory injury may appear as a delayed phenomenon. Pulmonary edema may follow chemical bronchitis. Brief inhalation exposure to 5,000 ppm may be fatal.
- Skin:** Irritation, corrosive burns, blister formation (vesiculation) may result. Contact with liquid may produce freeze burns (frostbite) and caustic burns.
- Eyes:** Vapors may cause severe irritation. Tearing, eye burns, permanent eye damage or blindness may occur. Effects of direct contact may range from irritation and lacrimation to severe injury and blindness.
- Ingestion:** Ingestion is unlikely since the material is a gas under normal atmospheric conditions. If ingested, it may cause burns and corrosion, severe pain of the mouth, throat, esophagus and stomach or may be fatal

Chronic Exposure:

Repeated exposure to ammonia may cause chronic irritation of the eyes and respiratory tract.

Toxicity:

Ammonia (7446-41-7)	
LC50 (Inhalation) Rat	5131 mg/m ³ (7338 ppm) to 11,592 mg/m ³ (16,600 ppm), 1 hour exposure (Rat).
LC50 (Inhalation) Rat	2000 ppm, 4 hour exposure (Rat).

Not listed in the National Toxicology Program (NTP).

Not recognized by OSHA as a carcinogen.

Not listed as a carcinogen by the International Agency for Research on Cancer (IARC monograph).

Germ cell mutagenicity information is not available. Reproductive toxicity information is not available.

Section 12. Ecological Information

Ammonia is harmful to aquatic life at very low concentrations. Notify local health and wildlife officials and operators of any nearby water intakes upon contamination of surface water.

Toxicity:

Terrestrial plants: LOEC = 3-250 ppm NH₃.

Aquatic plants: LOEC = 0.5-500 mg NH₃-N/L.

Acute toxicity to invertebrates: 48 h LC50 = 2.94 mg un-ionized NH₃-N/L.

Chronic toxicity to invertebrates: NOEC = 0.163- 0.42 mg un-ionized NH₃/L.

Acute toxicity to fish: 96-h: LC50 = 0.09 – 3.51 mg un-ionized NH₃/L.

Chronic toxicity to fish: NOEC = 0.025-1.2 mg un-ionized NH₃/L.

Environmental Fate Information: Ammonia dissipates relatively quickly in ambient air and rapidly returns to the soil via combination with sulfate ions or washout by rainfall. Ammonia strongly adsorbs to soil, sediment particles and colloids in water under aerobic conditions. Biodegradation of ammonia to nitrate occurs in water under aerobic conditions resulting in a biological oxygen demand (BOD).

Persistence/Degradability:

Biodegradable in soil. Ozonation in the air. Soluble in water.

Bioaccumulative Potential:

Not applicable.

Mobility in Soil:

No additional information available.

Other Adverse Effects:

No additional information available.

Section 13. Disposal Considerations

Dispose of unused contents/container in accordance with local/regional/national/international regulations as applicable.

Listed as hazardous substance under the Clean Water Act (CWA) (40 CFR 116.4 and 40 CFR 117.3).

Classified as hazardous waste under the Resource Conservation and Recovery Act (RCRA) (40 CFR 261.22 Corrosive #D002).

Comply with all regulations.

Suitably diluted product may be utilized as fertilizer on agricultural land.

For hazardous waste regulations information call the RCRA Hotline (800) 424-9346, or visit the US EPA website.

Section 14. Transport Information

	US DOT Classification	TDG Classification	IMDG Classification (International)
UN Number	UN 1005	UN 1005	UN 1005
UN Proper Shipping Name	Ammonia, anhydrous	Ammonia, anhydrous	Ammonia, anhydrous
Transport Hazard Class(es)	2.2	2.3 (8)	2.3 (8)
Placard(s)	 Domestic  (Only as required by 49 CFR 172.322)  International (2.3)  Special Permit Required	 or  (Refer to TDG Regulations 4.18.2)  (Only as required by TDG Regulations 4.22)	  

ENVIRONMENTAL HAZARDS:

IMDG, Known Marine Pollutant: Yes

United Nations Model Regulations, Environmentally Hazardous: Yes

US Department of Transportation (US Domestic)

PACKAGE MARKINGS:

Refer to 49 CFR 172.302, General marking requirements for bulk packagings.
 Refer to 49 CFR 172.301, General marking requirements for non-bulk packagings.
 Refer to 49 CFR 172.328, Cargo Tanks for additional marking requirements.

ADDITIONAL INFORMATION:

Marine Pollutant Requirements: Subject to the requirements of 49 CFR 172.322.
 The words "Inhalation Hazard" shall be entered on each shipping paper in association with the shipping description, shall be marked on each non-bulk package in association with the proper shipping name and identification number, and shall be marked on two opposing sides of each bulk package.

Section 15. Regulatory Information

Subject to the reporting requirements of Section 302, Section 304, Section 312 and Section 313, Title III of the Superfund Amendments and Reauthorization Act (SARA) of 1986 and 40 CFR 372.

Under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), Section 103, any environmental release of this chemical equal to or over the reportable quantity of 100 pounds must be reported promptly to the National Response Center, Washington, D.C. (1-800-424-8802).

Emergency Planning & Community Right to Know Act, (EPCRA) extremely hazardous substance, 40 CFR 355, Title III, Section 302 – Ammonia, Threshold Planning Quantity (TPQ) 500 pounds.

Listed on the US EPA Toxic Substances Control Act (TSCA) Chemical Substance Inventory.

EPA Hazard Categories – Immediate: Yes; Delayed: No; Fire: No; Sudden Release: Yes; Reactive: No

Clean Air Act – Section 112(r): Listed under EPA's Risk Management Program (RMP), 40 CFR Part 68, at storage/process amounts greater than the Threshold Quantity (TQ) of 10,000 pounds (ammonia, anhydrous).

Anhydrous ammonia is listed under Department of Homeland Security regulation 6 CFR Part 27, Chemical Facility Anti-Terrorism Standards (CFATS) at storage / process amounts greater than the threshold quantity of 10,000 pounds (ammonia, anhydrous).

Occupational Safety & Health Administration (OSHA): This material is considered to be hazardous as defined by the OSHA Hazard Communication Standard 29 CFR 1910.1200. This material is subject to Process Safety Management requirements of 29 CFR 1910.119 if maintained on-site, including storage / process, in quantities of 10,000 pounds (ammonia, anhydrous) or greater.

Section 16. Other Information

Preparation Information: Revision Date January 19, 2023.
Replaces Revision Date November 1, 2018.

Revised by: HJS

Revisions to this Safety Data Sheet

- Section 2: NFPA Rating: Added to "Note" - For indoor refrigeration systems/equipment the degree of flammability is 3 (refer to International Mechanical Code (IMC), Chapter 11).
- Section 9: Updated Decomposition Temperature, Melting/Freezing Point and Partition Coefficient.
- Section 10: Updated Hazardous Decomposition Products.
- Section 11: Toxicity: Added - LC₅₀ (Inhalation) – 2000 ppm, 4 hour exposure (Rat).
- Section 14: Reformatted (table).

HMIS Rating: The American Coatings Association's (ACA) *Hazardous Materials Identification System (HMIS®)* and *corresponding HMIS® Implementation Manual*, aid employers with the development and implementation of a comprehensive Hazard Communication Program. The program and manual address hazard assessment, labeling, Safety Data Sheets (SDS), and employee training. ACA's HMIS® hazard rating scheme is designed to be compatible with workplace labeling requirements of the U.S. Occupational Safety and Health Administration's (OSHA) revised Hazard Communication Standard (HCS). It is constructed to communicate hazard information to employees through training and the use of colors, numbers, letters of the alphabet, and symbols of types of personnel protective equipment (PPE).
HMIS® ratings are to be used with a fully implemented HMIS® program. It is the responsibility of the employer to determine the appropriate hazard classification and personnel protective equipment (PPE) code for this material.

For more information on HMIS® consult the HMIS® Implementation Manual.
HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.

Acronyms:

ACGIH: American Conference of Governmental Industrial Hygienists
ANSI: American National Standards Institute
CAS: Chemical Abstracts Service
CFR: Code of Federal Regulations
DHS: Department of Homeland Security
DOT: Department of Transportation

EPA: Environmental Protection Agency
HMIS: Hazardous Materials Identification System
IARC: International Agency for Research on Cancer
IDLH: Immediately Dangerous to Life or Health
IMDG: International Maritime Dangerous Goods
NFPA: National Fire Protection Association
NIOSH: National Institute for Occupational Safety and Health
NTP: National Toxicology Program
OSHA: Occupational Safety and Health Administration
PEL: Permissible Exposure Limit
PPM: Parts Per Million
RCRA: Resource Conservation and Recovery Act
REL: Recommended Exposure Limit
SCBA: Self Contained Breathing Apparatus
STEL: Short Term Exposure Limit
TLV: Threshold Limit Value
TWA: Time Weighted Average

Disclaimer:

The information, data, and recommendations in this safety data sheet relate only to the specific material designated herein and do not relate to use in combination with any other material or in any process. To the best of our knowledge, the information, data, and recommendations set forth herein are believed to be accurate. We make no warranties, either expressed or implied, with respect thereto and assume no liability in connection with any use of such information, data, and recommendations. Judgements as to the suitability of the information contained herein for the party's own use or purposes are solely the responsibility of that party. Any party handling, transferring, transporting, storing, applying or otherwise using this product should review thoroughly all applicable laws, rules, regulations, standards and good engineering practices. Such thorough review should occur before the party handles, transfers, transports, stores, applies or otherwise uses this product.

Agreement (Contract) Between OWNER and Contractor

This Agreement (Contract) made this _____ day of _____, 2024 by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as the "the TOWN" and "OWNER", and **Tanner Industries, Inc., 735 Davisville Road, Southhampton, PA 18966**, a Corporation, whose Federal I.D. number is **23-2050034**, hereinafter designated as "the SUPPLIER", in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK.

- 1.1 SUPPLIER shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Supply the Town of Jupiter Utilities Water Treatment Plant with anhydrous ammonia for a period of one year beginning October 1, 2024 through September 30, 2025 in accordance with the Bid and Contract Documents, including all addenda and technical specifications.
- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **CHEMICAL BID W2502G, CONTRACT FOR SUPPLYING ANHYDROUS AMMONIA FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. GOODS AND SERVICES.

- 2.1 SUPPLIER shall furnish the Goods and other services as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows.

Town of Jupiter Utilities
Chemical Bid W2502G
Contract for Anhydrous Ammonia

ARTICLE 3. POINT OF DELIVERY.

- 3.1 The place where the Goods are to be delivered is the point of delivery and is designated as:

Town of Jupiter Water Treatment Plant
17403 Central Boulevard
Jupiter, Florida 33458

ARTICLE 4. CONTRACT TIME.

- 4.1 The Goods are to be delivered to the point of delivery and ready for OWNER's acceptance of delivery during the month of October, 2024 as outlined in the contract documents, or otherwise as agreed to by written change order between the OWNER and SUPPLIER. Contract shall expire on September 30, 2025, unless renewed by written change order.
- 4.2 OWNER may renew this contract for up to two individual and consecutive one (1) year terms, for a total contract duration of up to three (3) consecutive years. SUPPLIER shall provide OWNER with written notice no later than March 20th of each year indicating SUPPLIER'S interest and commitment to renew the contract for one additional year, effective October 1. OWNER shall prepare a written change order for a one-year renewal in August preceding the September expiration date of the contract.

ARTICLE 5. CONTRACT PRICE.

- 5.1 OWNER shall pay SUPPLIER for furnishing the Goods and Special Services in accordance with the Contract Documents in current funds according to Contract Unit Pricing F.O.B. (\$/Pound), submitted in SUPPLIER's Bid for the initial term of the contract.

- 5.2 Annual contract renewals shall be implemented by written change order prepared by OWNER in August of each year, at OWNER'S discretion. Annual renewals shall include price adjustments applied to contract unit pricing based on the most recent annual percentage change in the Producer Price Index (PPI): *Synthetic Ammonia, Nitric Acid, Ammonium Compounds, and Urea, not seasonally adjusted (WPU0652013A)*. PPI data can be obtained from the BLS Website, <https://www.bls.gov/ppi/>, by emailing the PPI at ppi-info@bls.gov, or by calling (202) 691-7705. Annual price adjustments shall apply to new orders placed on or after the effective date of the associated executed written change order. OWNER may require additional documentation in addition to PPI data to support price adjustments and demonstrate consistency with comparable water utilities with similar contract durations. In the event that the previously referenced PPI is unavailable or permanently discontinued, then the PPI for *Commodity data for Chemicals and Allied Products: Industrial Chemicals (WPU061)* shall be used to calculate annual price adjustments.

ARTICLE 6. PAYMENT PROCEDURES.

- 6.1 Payments made by the OWNER will be made via Electronic Funds Transfer (EFT). SUPPLIER will complete a Town of Jupiter Vendor application form providing OWNER with financial information required for EFT payments.
- 6.2 SUPPLIER shall invoice the OWNER within 30 days of delivery of material and acceptance by OWNER.

ARTICLE 7. SUPPLIER'S REPRESENTATIONS. In order to induce OWNER to enter into this Agreement, SUPPLIER makes the following representations:

- 7.1 SUPPLIER has reviewed and understands the nature and extent of the Bidding/Contract Documents and has given OWNER written notice of all conflicts, errors or discrepancies discovered and agrees written resolution thereof by OWNER is acceptable to SUPPLIER.
- 7.2 SUPPLIER is familiar with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services or other services in connection therewith.
- 7.3 SUPPLIER does not require additional information from OWNER to enable SUPPLIER to furnish the Goods and Special services at the Contract Unit Prices, within the Contract Time and in accordance with the other terms and conditions of the Bidding/Contract Documents.

ARTICLE 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire agreement between SUPPLIER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:
- 8.1(a) Table of Contents
 - 8.1(b) Advertisement for Bids
 - 8.1(c) Instructions to Bidders
 - 8.1(d) Proposal
 - 8.1(e) Contractor E-Verify Affidavit
 - 8.1(f) Subcontractor E-Verify Affidavit
 - 8.1(g) Sworn Statement
 - 8.1(h) Notice of Intent to Award
 - 8.1(i) Notice of Award
 - 8.1(j) Agreement (Contract) between OWNER and SUPPLIER
 - 8.1(k) Opinion of Town Attorney

- 8.1(l) Notice to Proceed
- 8.1(m) Technical Specifications bearing the title: Contract for Supplying Anhydrous Ammonia (W2502G)
- 8.1(n) SUPPLIER's Proposal
- 8.1(o) Any Addenda issued to the Bid Documents
- 8.1(p) Any Modifications, including Change Orders, duly delivered after execution of this Agreement.

ARTICLE 9. MISCELLANEOUS.

- 9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2 OWNER and SUPPLIER each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.3 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
- 9.4 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
 - 9.4(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
 - 9.4(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
 - 9.4(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.
 - 9.4(d) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE**

**CUSTODIAN OF PUBLIC RECORDS AT 561-741-2261,
HALEYJ@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.**

- 9.5 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 448, Florida Statutes, which provides for General Labor Regulations, and specifically Section 448.095, Employment Eligibility. The Contractor acknowledges its legal obligation to comply with § 448.095, Florida Statutes.
- 9.5(a) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
- 9.5(b) Subcontractors -
- (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
 - (iii) Contractor shall provide a copy of all subcontractor affidavits to the Town upon receipt and shall maintain a copy for the duration of the Agreement.
- 9.5(c) Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.
- 9.5(d) Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the Town. Contractor shall be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Agreement. At least one counterpart each has been delivered to OWNER and SUPPLIER. All portions of the Contract Documents have been signed or identified by OWNER and SUPPLIER.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Laura E. Cahill, Town Clerk

SUPPLIER

Tanner Industries, Inc.
735 Davisville Road
Southampton, PA 18966

Matt Tanner, Sales Administrator

(CORPORATE SEAL)

ATTEST

PRINT NAME AND POSITION

TOWN OF JUPITER
Approving a Contract with Odyssey Manufacturing Company for Supplying Sodium Hypochlorite for \$1.74 per gallon



DATE	August 8, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 86-24: Approving a contract to Odyssey Manufacturing Company for Supplying Sodium Hypochlorite (W2502H) for an amount of \$1.74 per gallon

EXECUTIVE SUMMARY

Resolution 86-24 provides for award of a contract to Odyssey Manufacturing, Company (Odyssey) for Supplying Sodium Hypochlorite (W2502H) to the Town's Water Utility for fiscal year 2025, at a unit cost of \$1.74 per gallon for deliveries to the water treatment plant and \$2.95 per gallon for deliveries to the Juno Beach Re-Pumping Station.

Disinfection of drinking water is required by regulations of the United States Environmental Protection Agency (USEPA) and the Florida Department of Environmental Protection (FDEP). Sodium hypochlorite is one of the disinfection products used by the Town's Water Utility to comply with disinfection regulations.

A contract for supplying sodium hypochlorite (W2502H) was publicly advertised for competitive bids on May 26, 2025, in accordance with the Town's purchasing policy. On June 25, 2024, two bids were received and opened publicly. The lowest bid was submitted by Odyssey Manufacturing Company (Odyssey) for a unit price of \$1.74 per gallon for deliveries to the Town's water treatment plant and \$2.95 per gallon for deliveries to the Town's Juno Beach Repumping Station. Deliveries to the water treatment plant are larger and more frequent, resulting in a lower unit price than deliveries to the Juno Beach Repumping Station, which cannot accept full truck loads of the chemical and requires less frequent deliveries. Odyssey's bid unit prices for deliveries to the water treatment plant and Juno Beach Repumping Station, respectively, are 46.5% and 9.2% lower than the 2nd lowest bidder. A detailed bid tabulation is attached. Odyssey's bid unit prices are 21% and 92% higher than the FY2024 contract unit prices of \$1.44 and \$1.54 per gallon for sodium hypochlorite. A table of historical chemical costs is attached.

Odyssey's bid was reviewed and found to be responsive to the bid requirements. Odyssey Manufacturing has not supplied chemicals to the Town in the past, but is known throughout the municipal water and wastewater industry as a reputable supplier. Odyssey Manufacturing has provided chemical storage services to the Town in the past and Odyssey was successful in fulfilling those contractual obligations.

In FY2023, the Water Utility transitioned from using liquid chlorine for primary disinfection at the reverse osmosis water treatment facility to sodium hypochlorite. Improved chemical application

and operational control was possible using sodium hypochlorite. As a result, the estimated annual quantity in the bid documents of 310,000 gallons for delivery to the water plant can be reduced to 275,615 gallons. The resulting estimated annual value of the proposed contract for FY2025, based on Odyssey's bid unit pricing, is \$491,370.

Funding for this contract is provided in the proposed FY2025 Water Utility Operating budget.

The contract consists of an initial one (1) year term from October 1, 2024, to September 30, 2025, and contains provisions for renewal by change order for two individual and consecutive one-year terms. Unit pricing for the initial one-year term is fixed, while annual renewals are subject to unit price adjustment based on the annual percentage change in the Producer Price Index (PPI) Commodity data for Chemicals and Allied Products.

ANALYSIS

A review of Odyssey Manufacturing Company's (Odyssey's) bid submitted on June 25, 2024 for Supplying Sodium Hypochlorite (W2502H) to Jupiter's Water Utility for FY2025 (October 1, 2024-September 30, 2025), concluded that their bid is responsive to the bid requirements and suitable for award. Odyssey's bid in the amounts of \$1.74 per gallon for deliveries to the Town's water treatment plant and \$2.95 per gallon for deliveries to the Town's Juno Beach Repump Facility was the lowest bid received. Odyssey has not supplied sodium hypochlorite to the Town's Water Utility in the past but they are a reputable supplier in the municipal water and wastewater industry. Based on the estimated sodium hypochlorite demands for the water treatment plant and the Juno Beach repumping facility and Odyssey's bid unit pricing, the annual cost for sodium hypochlorite in FY2025 is estimated to be \$491,370 and adequate funds have been budgeted in the FY2025 Water Plant operating budget. The contract contains provisions for up to two individual and consecutive annual renewals, subject to price adjustment based on the annual percentage change in the PPI.

STRATEGIC PRIORITY

- Fiscal Responsibility

ATTACHMENTS

1. Resolution 86-24
2. Bid Tabulation for Sodium Hypochlorite (W2502H)
3. Table of Historical Chemical Bid Costs
4. W2502H Odyssey Manufacturing Bid
5. W2502H Odyssey Manufacturing Contract Agreement

FUNDING SOURCE

Proposed in FY25 Operating Budget	\$515,938	Sources: Proposed FY 2025 Water Enterprise Operating Budget
Additional Funding Requested	\$	Sources:

For more information or to request attachments, please contact Haley Johnson at HaleyJ@jupiter.fl.us and/or 561-741-2469.

RESOLUTION NO. 86-24**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR SUPPLYING SODIUM HYPOCHLORITE TO THE TOWN'S WATER TREATMENT PLANT**

WHEREAS, the Town of Jupiter Water Utility currently owns, operates, and maintains a 13.7 million gallon per day (mgd) reverse osmosis water treatment facility, a 14.5 mgd nanofiltration water treatment facility, and a 1.8 mgd anion exchange water treatment facility each of which use various chemicals in the treatment process to produce drinking water in compliance with all regulatory requirements; and

WHEREAS, the Town of Jupiter has prepared and competitively bid contracts which set forth the scope of work and responsibilities of each chemical supplier; and

WHEREAS, the lowest responsive bid received by the Town on June 25, 2024, for supplying sodium hypochlorite was submitted by Odyssey Manufacturing Company in an amount of \$1.74 per gallon for deliveries to the water treatment plant and \$2.95 per gallon for deliveries to Juno Beach Re-Pumping Station, totaling an estimated annual value of \$491,370.00, based on an estimated sodium hypochlorite demand of 275,615 gallons to the water treatment plant and 4,000 gallons to Juno Beach Re-Pump Station per year; and

WHEREAS, the bid for supplying sodium hypochlorite submitted by Odyssey Manufacturing Company is responsive to the bid requirements and suitable for award for the initial one-year term, beginning October 1, 2024 and ending September 30, 2025, and subsequent annual renewals as provided for in the contract; and

WHEREAS, the Town has budgeted funds in the Water Enterprise Fiscal Year

2025 Operating Budget for the supply of the water treatment chemical to be supplied as part of this contract.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF JUPITER, FLORIDA:**

Section 1. The contract between the Town of Jupiter and Odyssey Manufacturing Company for supplying sodium hypochlorite (W2502H) to the Town's water treatment plant and the Town's Juno Beach Re-pumping Station is hereby accepted.

Section 2. The Mayor is authorized and directed to execute said contract on behalf of the Town.

Section 3. Upon the acceptance and execution of the contract, Odyssey Manufacturing Company shall be responsible for carrying out all responsibilities which have been established therein.

Section 4. This Resolution shall take effect immediately upon its execution.

8/8/2024



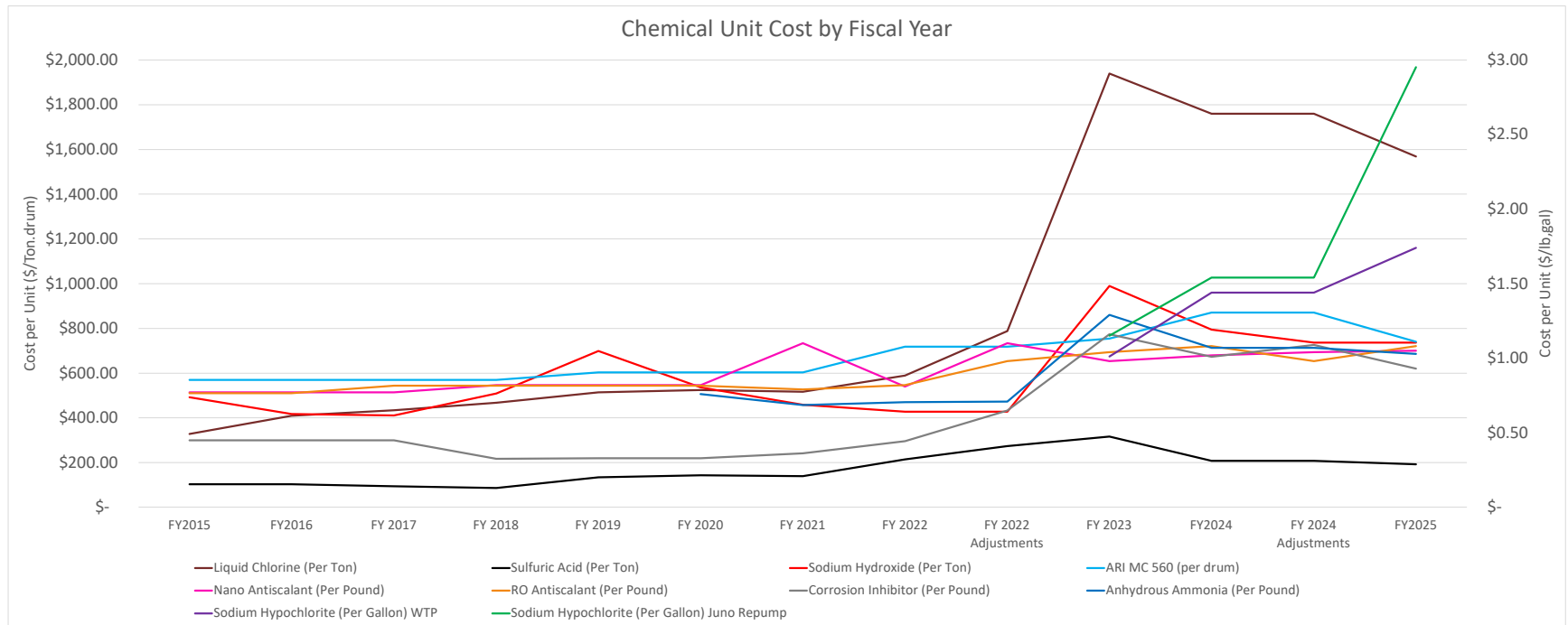
Town of Jupiter Utilities
Contract for Supplying Sodium Hypochlorite (W2502H)

June 25, 2024 2:00PM Bid Opening

SUPPLIER				ODYSSEY MANUFACTURING COMPANY		ALLIED UNIVERSAL CORPORATION	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BID ITEMS							
Delivery Location: Jupiter Water Treatment Facility, 17403 Central Boulevard, Jupiter, FL 33458							
1	Sodium Hypochlorite Unit Price (F.O.B.)	310,000	gallons	\$1.59	\$492,900.00	\$1.56	\$483,600.00
2	Freight (F.O.B.) for tanker truck deliveries >4,000-gallons	310,000	gallons	\$0.15	\$46,500.00	\$1.69	\$523,900.00
Total Bid Unit Price F.O.B. (\$/gallon): (Item Nos. 1-2) =				\$1.74		\$3.25	
Delivery Location: Juno Beach Re-Pump Station, 14255 US Highway 1, Juno Beach, FL 33408							
3	Sodium Hypochlorite Unit Price (F.O.B.)	4,000	gallons	\$2.70	\$10,800.00	\$1.56	\$6,240.00
4	Freight (F.O.B.) for mini-bulk deliveries <500-gallons	4,000	gallons	\$0.25	\$1,000.00	\$1.69	\$6,760.00
Total Bid Unit Price F.O.B. (\$/gallon): (Item Nos. 3-4) =				\$2.95		\$3.25	
Total Estimated Annual Chemical Cost (F.O.B.): (Item Nos. 1-4) =					\$551,200.00		\$1,020,500.00

Revised Estimated Annual Quantities							
Delivery Location: Jupiter Water Treatment Facility, 17403 Central Boulevard, Jupiter, FL 33458							
1	Sodium Hypochlorite Unit Price (F.O.B.)	275,615	gallons	\$1.59	\$438,227.85	\$1.56	\$429,959.40
2	Freight (F.O.B.) for tanker truck deliveries >4,000-gallons	275,615	gallons	\$0.15	\$41,342.25	\$1.69	\$465,789.35
Total Bid Unit Price F.O.B. (\$/gallon): (Item Nos. 1-2) =				\$1.74		\$3.25	
Delivery Location: Juno Beach Re-Pump Station, 14255 US Highway 1, Juno Beach, FL 33408							
3	Sodium Hypochlorite Unit Price (F.O.B.)	4,000	gallons	\$2.70	\$10,800.00	\$1.56	\$6,240.00
4	Freight (F.O.B.) for mini-bulk deliveries <500-gallons	4,000	gallons	\$0.25	\$1,000.00	\$1.69	\$6,760.00
Total Bid Unit Price F.O.B. (\$/gallon): (Item Nos. 3-4) =				\$2.95		\$3.25	
Total Estimated Annual Chemical Cost (F.O.B.): (Item Nos. 1-4) =					\$491,370.10		\$908,748.75

Chemical	FY2015	FY2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2022 Adjustments	FY 2023	FY2024	FY 2024 Adjustments	FY2025	Variance FY24 to FY25 Bids	FY24 to FY25 % Change
Nano Antiscalant (Per Pound)	\$ 0.77	\$ 0.77	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 1.10	\$ 0.81	\$ 1.10	\$0.98	\$1.02	\$1.04	\$1.05	\$0.03	2.94%
RO Antiscalant (Per Pound)	\$ 0.77	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.79	\$ 0.82	\$ 0.98	\$1.04	\$1.08	\$0.98	\$1.08	\$0.00	0.00%
Liquid Chlorine (Per Ton)	\$ 327.00	\$ 410.00	\$ 434.00	\$ 467.93	\$ 514.06	\$ 524.00	\$ 517.00	\$ 589.30	\$ 787.71	\$ 1,939.00	\$ 1,759.50	\$ 1,759.50	\$ 1,569.20	(\$190.30)	-10.82%
Sulfuric Acid (Per Ton)	\$ 103.00	\$ 102.99	\$ 94.50	\$ 86.50	\$ 134.00	\$ 143.50	\$ 139.50	\$ 215.00	\$ 273.94	\$ 316.50	\$ 207.50	\$ 207.50	\$ 193.00	(\$14.50)	-6.99%
Sodium Hydroxide (Per Ton)	\$ 492.00	\$ 416.91	\$ 410.00	\$ 508.72	\$ 699.00	\$ 536.00	\$ 458.00	\$ 427.00	\$ 427.00	\$ 989.00	\$ 795.00	\$ 736.20	\$ 736.20	(\$58.80)	-7.40%
Corrosion Inhibitor (Per Pound)	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.33	\$ 0.33	\$ 0.33	\$ 0.36	\$ 0.44	\$ 0.65	\$ 1.16	\$ 1.01	\$ 1.09	\$ 0.93	(\$0.08)	-7.92%
Anhydrous Ammonia (Per Pound)						\$ 0.76	\$ 0.69	\$ 0.71	\$ 0.71	\$ 1.29	\$ 1.07	\$ 1.07	\$ 1.03	(\$0.04)	-3.74%
Sodium Hypochlorite (Per Gallon) WTP										\$ 1.01	\$ 1.44	\$ 1.44	\$ 1.74	\$0.30	20.83%
Sodium Hypochlorite (Per Gallon) Juno Repump										\$ 1.15	\$ 1.54	\$ 1.54	\$ 2.95	\$1.41	91.56%
ARI MC 560 (per drum)	\$569.00	\$569.00	\$569.00	\$569.00	\$603.00	\$ 603.00	\$ 603.00	\$ 719.00	\$ 719.00	\$ 755.00	\$ 870.00	\$ 870.00	\$ 740.00	\$ (130.00)	-14.94%



Bid Proposal

Bidding Company Name: Odyssey Manufacturing Company

Town of Jupiter Utilities
210 Military Trail
Jupiter, FL 33458

Gentlemen:

The undersigned, as Bidder, hereby declares that the only Persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, detailed Specifications, and that Bidder has read all addenda issued prior to the opening of Bids; and that Bidder has fully examined the site and the project documents and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to fulfill the requirements of the proposed contract.

It is proposed that the contract herein described shall be supplied for the guaranteed Unit Prices as follows, all in accordance with the requirements and provisions of the Bidding/contract Documents. Quantities provided are one (1) year estimates, based on projected water production demands. Actual quantities supplied under this contract from those estimated herein. OWNER will only pay for actual quantities supplied and found to be acceptable, in OWNER's sole opinion. Bidder must complete the Bid Form in its entirety. Bid pricing quoted in the submitted Bids shall be firm and guaranteed for the initial contract term. Unit price adjustments shall be considered for annual contract renewals and stipulated in the agreement/contract provision.

The undersigned further declares that SUPPLIER proposes to furnish the item(s) called for within the specified time in this Proposal for the Unit Prices stated on the Bid Form-Schedule of Values.

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PROCEED TO NEXT PAGE.

Bid Schedule of Values
Contract for Supplying Sodium Hypochlorite (W2502H)

Initial Contract Term, 1-year (October 1, 2024 – September 30, 2025)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
Delivery Location: Jupiter Water Treatment Facility, 17403 Central Boulevard, Jupiter, FL 33458					
1	Sodium Hypochlorite Unit Price (F.O.B.)	310,000	gallons	\$ <u>1.59</u>	\$ <u>492,900</u>
2	Freight (F.O.B.) for tanker truck deliveries >4,000-gallons	310,000	gallons	\$ <u>.15</u>	\$ <u>46,500</u>
Total Bid Unit Price F.O.B. (\$/gallon): (Item Nos. 1-2) = \$ <u>1.74</u>					\$ <u>539,400</u>

Delivery Location: Juno Beach Re-Pump Station, 14255 US Highway 1, Juno Beach, FL 33408					
3	Sodium Hypochlorite Unit Price (F.O.B.)	4,000	gallons	\$ <u>2.70</u>	\$ <u>10,800</u>
4	Freight (F.O.B.) for mini-bulk deliveries <500-gallons	4,000	gallons	\$ <u>.25</u>	\$ <u>1,000</u>
Total Bid Unit Price F.O.B. (\$/gallon): (Item Nos. 3-4) = \$ <u>2.95</u>					
Total Estimated Annual Chemical Cost (F.O.B.): (Item Nos. 1-4) =					\$ <u>11,800</u>

Total Bid Unit Price F.O.B., \$/gallon (Item Nos. 1-2) in Words: Five Hundred Thirty Nine
Thousand Four Hundred Dollars

Total Bid Unit Price F.O.B., \$/gallon (Item Nos. 3-4) in Words: Eight Thousand Eight
Hundred Dollars

Total Estimated Annual Chemical Cost (F.O.B.) based on 314,000 gallons in Words: Five Hundred
Fifty one Thousand Two Hundred Dollars

Qualification Requirements

(Complete these pages entirely and include with Sealed Bid.)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

- A. Any information for which OWNER cannot corroborate is grounds for rejection of Bid. (Use additional sheets as needed to provide the required information.)

1. State the numbers of years your organization has been doing business in the State of Florida: 25 years
2. Has Bidder ever failed to perform satisfactorily under a previous contract for the Town or other entity? If so, provide explanation.

No

3. State the location of the office from which this contract will be managed.

Tampa, Florida (Managed)

Lantana, Florida (Deliveries)

4. Provide the name Bidder's Contract Manager who will be assigned to this contract, if awarded.

Patrick H. Allmon

5. Provide the company name and contact information of the Bidder's sub-contractor to be used for chemical transportation, hauling and delivery, if applicable. If the Bidder provides chemical transportation, hauling and delivery then mark this section as "Self-Perform"

Self-Perform

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PROCEED TO NEXT SECTION

Qualification Requirements (Continued)

6. Only Bidders and Subcontractor(s) who are deemed qualified by OWNER, at OWNER's sole discretion, will be considered for contract award. Failure to provide previous experience and qualification information requested by the Bidding Documents with the Bidder's Sealed Bid, or if the OWNER cannot corroborate the previous experience and qualification information submitted by Bidder in Bidder's Sealed Bid, may result in Bid disqualification.

NOTE: Bidder shall complete and submit with the Sealed Bid the following Bidder Qualification forms for the chemical SUPPLIER and company sub-contracted for chemical transportation, hauling and delivery, if applicable. All information requested on the forms shall be provided in sufficient detail for OWNER to perform a comprehensive review of the Bid. For the chemical SUPPLIER, provide previous experience and qualifications for at least five (5) references completed over the past five (5) years. For sub-contractors, provide previous experience and qualifications for at least three (3) references completed over the past three (3) years. Bidders may provide additional information to assist OWNER in evaluating previous experience and qualifications. Copy the forms and attach additional pages as needed.

NOTE: In order to be deemed acceptable for the purpose of determining Bidder Qualification, similar projects shall be listed on the following forms and have all information completed (blanks correctly filled in)

7. BIDDER shall demonstrate the ability to supply the required chemical at the estimated quantities, unit prices and terms for the duration of the Contract. List ALL Contracts awarded within the last five years that were terminated in advance on the completion date as a result of the BIDDER's inability to satisfy their obligations under the terms of the Contract. Attach additional pages as needed: *NONE*

CONTRACT NAME: _____

OWNER NAME/CONTACT INFO: _____

CONTRACT COMPLETION DATE: _____

ACTUAL COMPLETION DATE: _____

8. List ALL Contracts within the past five years (underway or completed) in which adverse litigation, including but not limited to mediation, involving the OWNER, occurred, either directly or indirectly with the Bidder or his/her subcontractors. Attach additional pages as needed: *NONE*

PROJECT: _____

OWNER: _____

TYPE OF
LITIGATION: _____

REASON FOR LITIGATION: _____

9. A copy of Bidder's most recent audited financial statement may be requested as additional information after bids are received during the bid evaluation process.

Qualification Requirements (Continued)

As Bidder, we certify the following:

(1) NAME & LOCATION OF CONTRACT: City of Pompano Beach - WT & WWT Plants

OWNER CONTACT NAME AND PHONE NUMBER: Phil Hyer 954-809-5600

NAME OF CHEMICAL SUPPLIED: Sodium Hypochlorite

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: ~ 400,000 Gallons

CONTRACT VALUE: ~ \$600,000

CONTRACT START AND COMPLETION DATES: 10/1/12 - Present (Series of Contracts)

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN):

No

ADDITIONAL INFORMATION:

(2) NAME & LOCATION OF CONTRACT: City of St. Petersburg -WT & WWT Plants

OWNER CONTACT NAME AND PHONE NUMBER: Wanda Henry 727-277-0563

NAME OF CHEMICAL SUPPLIED: Sodium Hypochlorite

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: ~ 2,000,000 gallons

CONTRACT VALUE: ~ \$3,000,000

CONTRACT START AND COMPLETION DATES: 10/1/02 - Present (Series of Contracts)

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN):

No

ADDITIONAL INFORMATION:

Qualification Requirements (Continued)

(3) NAME & LOCATION OF CONTRACT: City of Sarasota- WT&WWT Plants

OWNER CONTACT NAME AND PHONE NUMBER: Verne Hall 941-661-1347

NAME OF CHEMICAL SUPPLIED: Sodium Hypochlorite

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: ~ 400,000 Gallons

CONTRACT VALUE: ~ \$550,000

CONTRACT START AND COMPLETION DATES: 10/1/19 - Present

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

(4) NAME & LOCATION OF CONTRACT: City of Plant City -WT & WWT Plants

OWNER CONTACT NAME AND PHONE NUMBER: Mike Darrow 813-707-2347

NAME OF CHEMICAL SUPPLIED: Sodium Hypochlorite

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: ~ 250,000 Gallons

CONTRACT VALUE: ~ \$350,000

CONTRACT START AND COMPLETION DATES: 10/1/01 - Present (Series of Contracts)

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): No

ADDITIONAL INFORMATION: _____

Qualification Requirements (Continued)

(5) NAME & LOCATION OF CONTRACT: Tampa Bay Water - WT&WWT Plants

OWNER CONTACT NAME AND PHONE NUMBER: Mike Gillium 813-440-9332

NAME OF CHEMICAL SUPPLIED: Sodium Hypchlorite

ANNUAL QUANTITY OF CHEMICAL SUPPLIED: ~ 4,000,000 Gallons

CONTRACT VALUE: ~ \$5,500,000

CONTRACT START AND COMPLETION DATES: 10/1/02 - Present (Series of Contracts)

WAS CONTRACT TERMINATED PRIOR TO THE COMPLETION DATE (IF SO, EXPLAIN): _____

No

ADDITIONAL INFORMATION: _____

SPACE INTENTIONALLY LEFT BLANK
PROCEED TO NEXT SECTION

The undersigned states that this bid proposal is the only proposal for this project in which he is interested and certifies that all of the information provided in this bid proposal is true and correct.

SUBMITTAL DATE 6/25/2024
FIRM NAME Odyssey Manufacturing Company
BUSINESS ADDRESS 1484 Massaro Blvd., Tampa, FL 33619
BUSINESS TELEPHONE 813-635-0339
FIRM'S FEIN 65-0846345
SIGNATURE OF RESPONSIBLE OFFICIAL 
PRINT NAME AND TITLE Patrick ALLMAN, General Manager
EMAIL ADDRESS OF RESPONSIBLE OFFICIAL P.Allman@odysseymanufacturing.com
STATE OF INCORPORATION Delaware

FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

THIS SPACE IS INTENTIONALLY LEFT BLANK.
PROCEED TO NEXT PAGE.

Contractor E-Verify Affidavit

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

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

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



Print Name: Patrick Allman

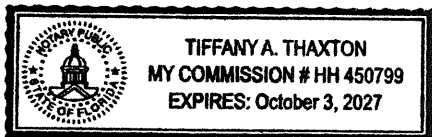
Date: 6/21/24

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or / online notarization, this 6/21/24 (date) by Patrick Allman, GM. (name of officer or agent, title of officer or agent) of Odyssey Manufacturing Company (name of contractor company acknowledging), a Delaware (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



Notary Public Tiffany A. Thaxton

Tiffany A. Thaxton
Name typed, printed or stamped

My Commission Expires: 10/3/2027

Sworn Statement

PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

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 Town of Jupiter
[print name of the public entity]
by Patrick Allman, General Manager
[print individual's name and title]
for Odyssey Manufacturing Company
[print name of entity submitting sworn statement]
whose business address is 1484 Massaro Blvd.
Tampa, FL 33619
and (if applicable) its Federal Employer Identification Number (FEIN) is:
65-0846345
(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.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. 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.

5. 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.
6. 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.]**

☒ Neither the entity submitting this sworn statement, nor any 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 public interest to place the entity submitting this sworn statement on the convicted vendor list.

[attach a copy of the final order]

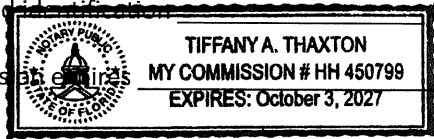
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM 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.

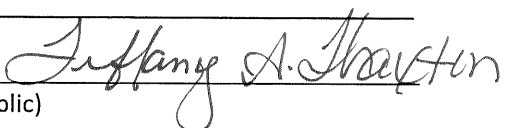

[signature]

Sworn to and subscribed before me this 21st day of June 2024

Personally known PATRICK ALLMAN, GM

OR Produced Identification Notary Public – State of Florida

My commission expires 


(Printed typed or stamped commissioned name notary public)



OFFICIAL LISTING

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

This is the Official Listing recorded on May 6, 2022.

Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, FL 33619
813-635-0339

Facility: Tampa, FL (T1)

Chemical/ Trade Designation	Function	Max Use	
Sodium Hypochlorite [HY]			
Sodium Hypochlorite 12.5 Trade Percent	Disinfection & Oxidation	94	mg/L
Sodium Hypochlorite 12.5 Weight Percent	Disinfection & Oxidation	84	mg/L
Ultrachlor	Disinfection & Oxidation	94	mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility: Tampa, FL (T2)

Chemical/ Trade Designation	Function	Max Use	
Hydrochloric Acid			
Hydrochloric Acid - 18 Baume	Corrosion & Scale Control	40	mg/L
Hydrochloric Acid - 20 Baume	Corrosion & Scale Control	40	mg/L
Hydrochloric Acid - 22 Baume	Corrosion & Scale Control	40	mg/L
Sodium Bisulfite [1]			
38% - 40% Sodium Bisulfite Solution	Dechlorination	50	mg/L
Sodium Chloride [2]			
Sodium Chloride	Electrolytic Chlorination Softener	NA	
Sodium Hydroxide			
25% Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	200	mg/L
50% Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	100	mg/L
Sodium Hypochlorite [HY]			
Ultrachlor 12.5 Trade Percent Sodium Hypochlorite	Disinfection & Oxidation	70	mg/L

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

1 of 2

789 N. Dixboro Road, Ann Arbor, Michigan 48105-9723 USA
1-800-NSF-MARK / 734-769-8010
www.nsf.org

25070



- [1] This product contains sulfite. Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals. The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).
- [2] For electrolytic sodium hypochlorite generator use of this product, the maximum disinfectant feed concentration shall not exceed 10 mg Cl₂/L. This requirement limits bromate production in the effluent sodium hypochlorite and is based on the bromide concentration in the salt.
- [HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility: Lantana, FL

Chemical/

Trade Designation

Function

Max Use

Sodium Hydroxide

25% Sodium Hydroxide

Corrosion & Scale Control
pH Adjustment

200 mg/L

50% Sodium Hydroxide

Corrosion & Scale Control
pH Adjustment

100 mg/L

Sodium Hypochlorite [HY]

Ultrachlor 12.5 Trade
Percent Sodium Hypochlorite

Disinfection & Oxidation

70 mg/L

- [HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

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

2 of 2

789 N. Dixboro Road, Ann Arbor, Michigan 48105-9723 USA
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www.nsf.org

25070



ODYSSEY
MANUFACTURING CO.

ODYSSEY MANUFACTURING CO.

08/20/17

Ultra-Chlor Sodium Hypochlorite Specification For 12.5 Trade Percent Available Chlorine

<u>Item</u>	<u>Guarantees</u>	<u>Typical Values</u>
Chemical Formula:	NaOCl in water	NaOCl in water
Delivered Grams per Liter:	≥120 GPL	122 - 125 GPL
Delivered Trade Percent/Percent by Volume	>12.0	12.2 – 12.5
Specific Gravity Range:	1.159 - 1.169	1.163 - 1.165
% by Weight Excess Sodium Hydroxide:	0.2 – 0.4	0.25 – 0.35
pH:	12.5 – 13.0	12.6 – 12.9
Weight % Available Chlorine:	≥10.4	10.55 - 10.8
Weight % Sodium Hypochlorite:	≥10.8	11.0 - 11.3
lb/gallon Available Chlorine:	≥1 lb/gallon	1.03 - 1.04 lb/gallon
Gallons required to Obtain 1lb of Chlorine:	.96 - 1 gallon	.96 - .97 gallon
Iron (Fe):	<0.30 mg/L	.1 - .2 mg/L
Copper (Cu):	<0.03 mg/L	Not detectable
Nickel (Ni):	<0.03 mg/L	Not detectable
Manganese (Mn):	<0.03 mg/L	Not detectable
Selenium (Se):	<.02 mg/L	Not detectable
Bromate:	<20 mg/L	0 – 5 mg/L
Perchlorate (At time of manufacture):	<10 mg/L	Not Detectable
Chlorate (At time of manufacture):	<2,000 mg/L	500-1,000 mg/L
Viscosity (Varies with temperature):	1.75 – 2.50 centipois	1.75 – 2.50 centipois
Specific Heat:	.90 - .94 Cal./gm/deg C	.91 - .93 Cal./gm/deg C
Thermal Conductivity :	.2 - .4 W/m/deg C	.3 - .35 W/m/deg C
Suspended Solids Test (e.g. Filter Test):	<3 minutes	.9 – 1.25 minutes
Appearance:	Greenish-yellow liquid	Greenish-yellow liquid

Note: Product is certified to meet ANSI/NSF Standard 60 and is in compliance with ANSI/AWWA Standard B300-10.



ODYSSEY
MANUFACTURING CO.

SAFETY DATA SHEET

REVISED 4/21/23

SECTION I - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

1.1 Product identifier

Product name: Ultra-CHLOR

Product code(s): 8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)

Synonyms: Sodium Hypochlorite Solution, Bleach Solution, Bleach Liquor, Hypo-solution, Bleach, Liquid Bleach

REACH Registration Number: The materials in this product have been registered according to Regulation (EC) 1907/2006.

1.2 Relevant identified uses of the substance or mixture and uses advised against

Uses: Cleaner, Disinfectant, Biocide and Sanitizer

Uses Advised Against: None

1.3 Details of the Supplier and of the Safety Data Sheet (SDS)

Odyssey Manufacturing Co.

1484 Massaro Boulevard

Tampa, Florida 33619

+1-813-635-0339 (24 hours)

1.4 Emergency telephone number:

1-800-ODYSSEY (Florida)

1-813-635-0339 (Outside Florida)

1-813-340-9093 (Control Room Cell Phone)

SECTION II - HAZARDS IDENTIFICATION

2.1 Classification of substance or mixture

Classification REGULATION (EC) No 1272/2008

Skin Corrosiveness: 1B; Skin Irritant: 2

Eye Irritant: 2

Aquatic Acute: 1

Description: Clear, greenish-yellow liquid; chlorine-like odor. Irritating to eyes, skin and respiratory system. Can cause burns to all areas contacted.

2.2 Label elements

Labeling Regulation (EC) No 1272/2008

Hazard pictograms



Signal word:

DANGER

Hazard statements:

H314 – Causes severe skin burns and eye damage

H319 – Causes serious eye irritation

H400 – Very toxic to aquatic life

[Prevention]

P260 – Do not breathe dusts or mists.

P264 – Wash hands or any exposed skin areas thoroughly after handling.

P273 – Avoid release to the environment.

P280 – Wear protective gloves/protective clothing/eye protection/face protection.

- [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 + 340 – 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. Continue rinsing.
P337 – If eye irritation persists: Get medical advice/attention.
P391 – Collect spillage.
[Storage] P405 – Store locked up.
[Disposal] P501 – Dispose of container in accordance with local/regional/national/international regulations.

Classification according to Directive 67/548/EEC or Directive 1999/45/EC



- Risk phrases: R31 – Contact with acids liberates toxic gas.
R34 – Causes burns.
R36/38 – Irritating to eyes and skin.
R50 – Very toxic to aquatic organisms.
- Safety phrases: S1/2 – Keep locked up and out of the reach of children.
S26 – In case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
S28 – After contact with skin, wash immediately with plenty of soap-suds.
S37/39 – Wear suitable gloves and eye/face protection.
S45 – In case of accident or if you feel unwell, seek medical advice immediately (Show the label whenever possible).
S50 – Do not mix with acids or other incompatible materials (refer to section 10).
S60 – This material and its container must be disposed of as hazardous waste.

Additional labeling: EUH031 – Contact with acids liberates toxic gas.

SECTION III - COMPOSITION, INFORMATION ON INGREDIENTS

3.1 Substances

Chemical nature: Sodium hypochlorite, aqueous solution

% by Weight	Ingredient	CAS Number	EC Number	Index Number	EC Classification
10.0 – 16.0	Sodium Hypochlorite	7681-52-9	231-668-3	017-011-00-1	C, R34; R31: N, R50
0.1 – 0.4	Sodium Hydroxide	1310-73-2	215-185-5	011-002-00-6	Xi, 36/38
83.6 - 89.9	Water	7732-18-5	231-791-2		

3.2 Mixtures - Not applicable

SECTION IV - FIRST AID MEASURES

4.1 Description of first aid measures

- Inhalation:** If product vapors or mists cause respiratory irritation or distress, move the exposed person to fresh air immediately. If breathing is difficult or irregular, administer oxygen; if respiratory arrest occurs, start artificial respiration by trained personnel. Loosen tight clothing such as a collar, tie, belt or waistband. If symptoms persist, seek medical attention immediately.
- Eyes:** Immediately flush eyes with large amounts of water for 15 minutes, occasionally lifting upper and lower lids. Remove contact lenses after the first 5 minutes and continue washing. Obtain immediate medical attention, preferably from an ophthalmologist.

Skin: Flush skin with large amounts of water while removing contaminated clothing. Wash affected area with soap and water. Wash contaminated clothing and shoes thoroughly before reuse. Seek prompt medical attention if rash develops.
Ingestion: Rinse mouth with water. Do not induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. Get medical attention immediately.

4.2 Most important symptoms and effects, both acute and delayed

Potential health symptoms and effects

Eyes: Causes severe eye irritation and burns. Symptoms include redness, pain, itching, burning sensation and tearing. Material is extremely destructive to eyes, mucous membranes and surrounding tissues.

Skin: Causes severe skin irritation and burns. Symptoms include redness, pain, itching and burning sensation. May be harmful if absorbed through the skin.

Inhalation: Vapors and mists may be harmful if inhaled, causing sore throat and cough. Material is extremely destructive to the tissue of the mucous membranes and upper respiratory tract.

Ingestion: May cause severe gastrointestinal tract irritation with abdominal pain, burning sensation, cough, diarrhea, sore throat and vomiting. May cause burns and irritation to mucous membranes of the mouth and to tissues of the digestive tract.

Chronic: Repeated or prolonged contact with spray mist may produce chronic eye irritation, severe skin irritation and/or respiratory tract irritation leading to frequent attacks of bronchial infection.

SECTION V - FIRE FIGHTING MEASURES

5.1 Extinguishable media

Suitable methods of extinction: Material does not burn. Use fire extinguishing media appropriate for surrounding materials.

Unsuitable methods of extinction: None listed

5.2 Special hazards arising from the substance or mixture

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat. During emergency conditions overexposure to toxic decomposition products may cause a health hazard. Fire may cause the evolution of chlorine, hydrogen chloride gas and chlorine oxides. Symptoms may not be immediately apparent. Obtain immediate medical attention.

5.3 Advice for firefighters

Full protective equipment including self-contained breathing apparatus should be used. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat. If possible, firefighters should control run-off water to prevent environmental contamination.

SECTION VI - ACCIDENTAL RELEASE MEASURES

6.1 Personal precautions, protective equipment and emergency procedures

Avoid breathing vapors/mists. Avoid contact with skin and eyes. Wear appropriate protective clothing designated in Section 8. Ventilate the area. Evacuate personnel to safe areas.

6.2 Environmental precautions

Avoid dispersal of spilled material or run-off and prevent contact with soil and entry into drains, sewers or waterways. Contain and recover liquid when possible.

6.3 Methods and materials for containment and cleaning up

Cover drains. Cover with a large quantity of inert absorbent (e.g. sand, vermiculite, kitty litter, dry earth). Do not use combustible materials such as saw dust. Collect product using a shovel and place into approved container for proper disposal as hazardous waste. For large spills use water spray to divert vapor drift. Observe possible material restrictions (section 7.2 and 10.5). Clean contaminated area with water. Do not mix with other cleaning agents that may liberate chlorine gas vapors.

US Regulations (CERCLA) require reporting spills and releases to soil water and air in excess of reportable quantities. Reportable quantity (RQ) for hypochlorite solutions is 45.36 kg (100 lbs).

Reportable Quantity (RQ): 100 lbs or 45.36 kg (approximately 100 gal or 378.5 L of Odyssey Ultrachlor 12.5 Trade Percent sodium hypochlorite). In the event of a spill (e.g. defined as any release to the environment), call Odyssey Manufacturing and/or the emergency contact numbers as soon as possible for assistance.

*****For releases higher than the Reportable Quantity (RQ), you must notify the State Emergency Response Commission at (800) 320-0519 AND the National Response Center at (800) 424-8802 or (202) 267-2675 within 15 minutes!!!*****

In the event of a spill, contact either hazardous chemical response company or Odyssey Manufacturing for assistance. Odyssey Manufacturing Co. has a contract with American Compliance Technology, Inc. (ACT) out of Bartow, Florida to perform emergency response and hazardous material and environmental services cleanup for its facilities, its transportation vehicles and its customer's facilities and transportation vehicles. They can be reached at 800-226-0911.

6.4 Reference to other sections

For indications about waste treatment, see section 13.

SECTION VII - HANDLING AND STORAGE

7.1 Precautions for safe handling

Observe label precautions. Avoid contact with skin and eyes. Wear all appropriate protective equipment specified in Section 8. Wash thoroughly after handling. Keep containers closed when not in use. Use proper equipment for lifting and transporting all containers.

Advice on protection against fire and explosion

Material is non-flammable and non-combustible.

7.2 Conditions for safe storage, including any incompatibilities

Keep in cool, dry, ventilated storage areas in closed containers. Protect against physical damage. Isolate from incompatible substances. Do not store near acids, heat, oxidizable materials or organics.

Store in a receptacle equipped with a vent. Transfer only to approved containers having correct labeling. Containers that have been opened should be carefully resealed and kept upright to prevent leakage. Do not take internally. Keep locked up and out of reach of children.

7.3 Specific end uses

Apart from the uses mentioned in section 1.2, no other specific uses are stipulated.

SECTION VIII - EXPOSURE CONTROLS AND PERSONNEL PROTECTION

8.1 Control parameters

Components	CAS Number	OSHA	ACGIH	AIHA (WEEL)
Sodium Hypochlorite	7681-52-9	2 mg/m ³ TWA; skin	0.5 ppm as CL ₂ TWA; 1 ppm as CL ₂ STEL, A4	2 mg/m ³ STEL
Sodium Hydroxide	1310-73-2	2 mg/m ³ TWA	2 mg/m ³ Ceiling	

8.2 Exposure controls

Engineering Measures: Technical measures and appropriate working operations should be given priority over the use of personal protective equipment. Use adequate ventilation. Local exhaust is preferable. See section 7.1.

Individual protection measures: Wear protective clothing to prevent repeated or prolonged contact with product. Protective clothing needs to be selected specifically for the workplace, depending on concentrations and quantities of hazardous substances handled. The chemical resistance of the protective equipment should be enquired at the representative supplier.

Hygiene measures: Facilities storing or using this material should be equipped with an eyewash station and safety shower. Change contaminated clothing. Preventive skin protection is recommended. Wash hands thoroughly after use, before eating, drinking or using the lavatory and at the end of the workday.

Eye/face protection: Wear tightly fitting protective goggles and a face shield (8-inch minimum). Refer to 29 CFR 1910.133, ANSI Z87.1 or European Standard EN 166.

Hand Protection: Wear gloves recommended by glove supplier for protection against materials in section 3. Gloves must be inspected prior to use. Gloves should be impermeable to chemicals and oil. Breakthrough time of selected gloves must be greater than the intended use period. Use proper glove removal technique (without touching glove's outer surface) to avoid skin contact with this product.

Other protective equipment: Wear impervious, protective chemical resistant clothing including boots, gloves, lab coat, apron or coveralls as appropriate to the situation to prevent skin contact.

Respiratory Protection: Always use an approved respirator when vapor/aerosols are generated. Where risk assessment shows air-purifying respirators are appropriate use a full-faced respirator with multi-purpose combination (US) or type ABEK (EN 14387) respirator cartridges as a backup to engineering controls. If the respirator is the sole means of protection, use a full-face supplied air respirator. Use respirators and components tested and approved under appropriate government standards such as NIOSH (US) or CEN (EU).

Environmental exposure controls: Do not empty into drains.

SECTION IX - PHYSICAL AND CHEMICAL PROPERTIES

9.1 Information on basic physical and chemical properties

Appearance	Clear, greenish yellow colored liquid
Odor	Pungent, chlorine-like
Odor Threshold	No data available
Molecular Weight	74.44 (sodium hypochlorite)
Chemical Formula	NaOCl (sodium hypochlorite)
pH	11 – 13
Freezing Point	-13.9° C (7° F)
Initial Boiling Point	100° C (212° F) – lowest known value
Evaporation Rate	<1 (BuAc = 1)
Flammability (solid, gas)	No data available
Flash Point	No data available
Autoignition Temperature	No data available
Decomposition Temperature	110° C (230° F)
Lower Explosive Limit (LEL)	No data available
Upper Explosive Limit (UEL)	No data available
Vapor Pressure	No data available
Vapor Density	No data available
Relative Density	1.15 – 1.17 g/ml (9.597 – 9.764 lb/gal) @ 60 ° F
Viscosity	No data available
Solubility in Water	Complete
Partition Coefficient: n-octanol/water	No data available
Volatiles by Volume @ 70° F	No data available; decomposes leaving salt solution

9.2 Other data - No data available

SECTION X - STABILITY AND REACTIVITY

10.1 Reactivity

Slowly decomposes on contact with air. Rate increases with the concentration and temperature. Exposure to sunlight accelerates decomposition.

10.2 Chemical stability

Stable under recommended storage conditions. Slowly decomposes on contact with air. Rate increases with the concentration and temperature. Exposure to sunlight accelerates decomposition. Sodium hypochlorite becomes less toxic with age.

10.3 Possibility of hazardous reactions

Avoid excessive heat and sources of ignition. Flammable hydrogen may be generated from contact with metals such as: aluminum, brass, tin, zinc and alloys of these metals. Avoid contact with acids, halogenated organics, organic nitro compounds and glycols. Hazardous gases may be generated from contact with acids, ammonium hydroxide (aqua ammonia), ammonium sulfate or cleaners containing ammonia compounds. Violent reactions may occur with some organic compounds. Sodium hypochlorite reacts readily with various reducing sugars (e.g. fructose, galactose, maltose, dry whey solids) to produce carbon monoxide. Precautions should be taken including atmospheric monitoring of the tank to ensure safety of personnel. Hazardous polymerization will not occur.

10.4 Conditions to avoid

Light, heat, air and contact with incompatible materials (see section 10.5).

10.5 Incompatible materials

Ammonia, amines, ammonium salts, aziridine, methanol, phenyl acetonitrile, cellulose, ethyleneimine, organic materials, oxidizable metals/powdered metals, acids, soaps and bisulfates. Forms shock-sensitive mixtures with certain other materials.

10.6 Hazardous decomposition products

Thermal decomposition products include chlorine gas, hydrogen chloride gas, hydrochloric acid, sodium oxide. Decomposition rate increases with temperature.

SECTION XI - TOXICOLOGICAL INFORMATION

11.1 Information on toxicological effects

Acute Oral Toxicity (Sodium Hypochlorite)

TDLo - 1gm/ kg oral (woman)

TDLo - 45mg/kg intravenous (man)

LD₅₀ - 5,800 mg/kg (mouse)

LD₅₀ - 140 mg/kg - 9 week(s) continuous oral (rat)

Acute inhalation toxicity

May cause severe bronchial irritation, sore throat with possible blistering, coughing, stomatitis, nausea, labored breathing, shortness of breath and pulmonary edema. 10-20 mg/m³ causes burning of the nose and throat. If sufficient amounts are absorbed, may cause effects as detailed in acute ingestion.

Acute dermal toxicity

Extent of damage depends on concentration, pH, and volume of solution and duration of contact. May cause redness, pain, blistering, itchy eczema and chemical burns. Sensitization reactions are possible in previously exposed persons.

Skin irritation

Skin irritation - 24 h (Rabbit)

Eye irritation

Rabbit, Adult – 10 mg, moderate irritation

May cause redness, pain, and blurred vision. Solutions of 5% splashed in human eyes have caused a burning sensation and later only slight superficial disturbance of the corneal epithelium which cleared completely in the next day or two without special treatment. However, one animal study reports a 5% solution causing only moderate irritation with clearing within 7 days. A higher concentration of 15% tested on rabbit eyes caused immediate severe pain, hemorrhages, rapid onset of ground-glass appearance of the corneal epithelium, moderate bluish edema of the whole cornea, chemosis and discharge for several days. Such eyes have sometimes healed in 2-3 weeks with slight or no residual corneal damage but they had neovascularization of the conjunctiva and distortion of the nictitating membrane by scarring.

Sensitization

May cause allergic skin reaction

Genotoxicity in vitro

No data available

Mutagenicity

Mutation in micro organisms – Salmonella typhimurium 1mg / plate (-S9)

DNA repair – Escherichiacoli 20 µg/ disc;

DNA damage – Escherichiacoli 420 µmol/L;

Phage inhibition capacity – Escherichiacoli 103 µg/ well

Micronucleus test - non-mammalian species multiple 200 ppb

Cytogenetic analysis - non-mammalian species multiple 120 µg/ L

Cytogenetic analysis – human lymphocyte 100 ppm 24hour(s)

Sister chromatid exchange – human embryo 149 mg/ L

Cytogenetic analysis – hamster lung 100 mg/ L

Aspiration hazard

No test data available. Risk of serious damage to lungs by aspiration.

Specific organ toxicity - single exposure

No data available

Specific organ toxicity - repeated exposure

May cause allergic skin reactions, dermatitis (allergic and contact) and asthma or bronchitis. Sensitization reactions are reported in individuals who are exposed in small amounts through their water supply. High doses have caused sperm abnormality in mice.

Additional information

RTECS: Not available

11.2 Further information

Ingestion: May cause irritation and erosion of the mucous membranes, vomiting (possibly bloody) and abdominal pain and spasms. A drop in blood pressure, shallow respiration, edema (possibly severe) of pharynx, larynx, and glottis, confusion, convulsions, delirium and coma may occur. Cyanosis and circulatory collapse are possible. Esophageal or gastric perforation and strictures are rare. Death may occur, usually due to complications of severe local injury such as toxemia, shock, perforations, hemorrhage, infection and obstruction. Massive ingestions may produce fatal hyperchloremic metabolic acidosis or aspiration pneumonitis.

Further data: Handle in accordance with good industrial hygiene and safety practice.

Chronic Effects

Persons with impaired respiratory function may be more susceptible to the effects of this substance.

Sodium Hypochlorite (hypochlorite salts) is listed by IARC as a Group 3 Carcinogen – Not classifiable as to its carcinogenicity to humans. Sodium Hydroxide is not listed by IARC. None of the components of this product are listed as carcinogens by ACGIH, IARC, NTP or OSHA. No data is available regarding its mutagenicity and/or teratogenicity of this material, nor is there any available data that indicates it causes adverse developmental and/or fertility effects.

SECTION XII - ECOLOGICAL INFORMATION

12.1 Toxicity Aquatic Ecotoxicity:

This product is very toxic to aquatic organisms.

Aquatic Ecotoxicity:

Acute and prolonged toxicity to fish:	LC ₅₀ – Pimephales promelas (Fathead minnow) 96 h: 0.22 – 0.62 mg/L LC ₅₀ – Oncorhynchus clarki (Cutthroat trout) 96 h: 0.94 µg/L (mortality)
Acute toxicity to aquatic invertebrates:	EC ₅₀ – Daphnia magna (Water flea), 96 h: 2.1 mg/L LC ₅₀ – Protozoan phylum (Protozoa), 7 h: 31.6 µg/L
Acute toxicity to aquatic plants:	LC ₅₀ – Algae, phytoplankton, algal mat (Algae), 96 h: 90 µg/L (mortality)
Acute phytotoxicity, aquatic plants:	EC ₅₀ – Desmodesmus subspicatus (Green algae), 24 h: 28 mg/L Biomass reduction – Potamogeton crispus (Curled pond weed), 35h: 23 µg/L
Acute toxicity, miscellaneous aquatic:	Chlorophyll Threshold, Aquatic community, 28 d: 2.1 µg/L

12.2 Persistence and degradability

Biodegradability

The methods for determining the biological degradability are not applicable to inorganic substances.

12.3 Bioaccumulation potential

Partition coefficient, n-octanol in water: Data not available

Bioaccumulation is not expected

12.4 Mobility in soil

Product is mobile in water.

12.5 Results of PBT and vPvB assessment

PBT/vPvB assessment is not available as chemical safety assessment was not conducted.

12.6 Other adverse effects

Additional ecological information

This material is a very toxic to aquatic life. Do not allow material to run into surface waters, wastewater or soil.

SECTION XIII - DISPOSAL CONSIDERATIONS

13.1 Waste treatment methods

The generation of waste should be avoided or minimized whenever possible. This material is subject to disposal regulations under U.S. EPA 40 CFR Parts 261 and 262. Container should be disposed of in a safe way as empty containers may contain product residue. Leave chemicals in original containers. No mixing with other waste. Handle unclean containers like the product itself. Incinerate in an approved facility. Do not incinerate closed container. Dispose of in accordance with the Directive 2008/98/EC as well as other national, federal, state/provincial and local laws and regulations.

No waste code according to the European Waste Catalogue can be assigned for this product, as the intended use dictates the assignment. The waste code is established in consultation with the regional waste disposer.

SECTION XIV - TRANSPORT INFORMATION

US DOT (Domestic Ground Transportation)

Proper Shipping Name: Hypochlorite Solutions
Hazard Class: 8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
Packing Group: III
NAERG: Guide #154
Packaging Authorizations: Non-Bulk: 49 CFR 173.203; Bulk: 49 CFR 173.241
Packaging Exceptions: 49 CFR 173.154

IMO/IMDG (Water Transportation)

Proper Shipping Name: Hypochlorite Solutions
Hazard Class: 8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
UN/NA#: UN1791
Packing Group: III
Marine Pollutant: NO
EMS Number: F-A, S-B

ICAO/IATA (Air Transportation)

Proper Shipping Name: Hypochlorite Solutions
Hazard Class: 8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
UN/NA#: UN1791
Packing Group: III
Quantity Limitations: 49 CFR 175.75 - Cargo Aircraft Only: 60L Passenger Aircraft: 5L

RID/ADR (Rail Transportation)

Proper Shipping Name: Hypochlorite Solutions
Hazard Class: 8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
UN/NA#: UN1791
Packing Group: III

Marine Pollutant: Yes (Refer to 171.4 and 172.322 for further guidance)

Signal Word: DANGER

Hazard Symbols: GHS05, GHS09 (GHS); C, N (EEC)



SECTION XV - REGULATORY INFORMATION

15.1 Safety, health and environmental regulations/legislation specific for substance or mixture

U. S. Federal Regulations

OSHA Hazard Communication Standard: This material contains "Hazardous Chemicals" as defined by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

OSHA PSM: Not regulated under OSHA Process Safety Management Standard (PSM) 29 CFR 1910.119

EPA RMP: Not regulated under EPA Risk Management Standard (RMP) 40 CFR Part 68

EPA FIFRA: This product is a registered Pesticide under the Federal insecticide, Fungicide and Rodenticide Act (FIFRA) 40 CFR Part 150

TSCA Status: All components of this product are listed on the Toxic Substance Control Act (TSCA) Inventory.
This product not subject to TSCA 12(b) Export Notification.

Superfund Amendments and Reauthorization Act (SARA)

SARA Section 311/312 Hazard Categories: This product is subject to the reporting requirements of Section 311/312 of the Emergency Planning and Community Right-to Know Act of 1986.

Acute: Yes **Chronic:** No **Fire:** No **Reactive:** No

SARA 313 Information: None of the chemicals in this product exceed the threshold (de minimis) reporting levels established by Section 313 of the Emergency Planning and Community Right-to Know Act of 1986.

SARA 302/304 Extremely Hazardous Substance: No components of the product exceed the threshold (de minimis) reporting levels established by of these sections of Title III of SARA.

SARA 302/304 Emergency Planning & Notification: No components of the product exceed the threshold (de minimis) reporting levels established by of these sections of Title III of SARA.

Comprehensive Response Compensation and Liability Act (CERCLA): This product contains the following CERCLA reportable substances:

Sodium Hypochlorite (CAS # 7681-52-9), RQ – 45.36 kg (100 lbs)

Sodium Hydroxide (CAS # 1310-73-2), RQ – 453.59 kg (1,000 lbs)

**Special Note: The Reportable Quantity (RQ) of Ultra-CHLOR Solution is approximately 100 gallons*

Clean Air Act (CAA)

This product does not contain any chemicals that are listed as Hazardous Air Pollutants (HAPs) designated in CAA Section 112 (b).

This product does not contain any Class 1 Ozone depleters.

This product does not contain any Class 2 Ozone depleters.

Clean Water Act (CWA)

Sodium hypochlorite, sodium hydroxide and hypochlorite solutions are listed as Hazardous Substances under the CWA.

None of the chemicals in this product are listed as Priority Pollutants under the CWA.

None of the chemicals in this product are listed as Toxic Pollutants under the CWA.

U.S. State Regulations

California Prop 65, Safe Drinking Water and Toxic Enforcement Act of 1986: This product contains no chemical(s) known to the state of California to cause cancer or other reproductive harm.

Other U.S. State Inventories:

Sodium hypochlorite (CAS #7681-52-9) is found on the following State Hazardous Substance Inventories and/or Right-to-Know lists: CA, DE, MA, MN, NY, NJ, PA.

Sodium hydroxide (CAS #1310-73-2) is found on the following State Hazardous Substance Inventories and/or Right-to-Know lists: CA, DE, ID, MA, MN, NY, NJ, PA, WA, WI.

Canada

WHMIS Hazard Symbol and Classification:



Class E – Skin Irritant

Canadian Controlled Products Regulations (CPR): This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations, and the SDS contains all the information required by the Controlled Products Regulations.

Canadian Ingredient Disclosure List (IDL): Sodium hypochlorite and sodium hydroxide are listed on the IDL.

Canadian National Pollutant Release Inventory (NPRI): None of the ingredients in this product are listed on the NPRI.

European Economic Community

WGK, Germany (Water danger/protection): 2

Chemical Inventory Lists

Country	Inventory Name	Inventory Listing*
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United States	Toxic Substance Control Act (TSCA)	Yes
Canada	Domestic Substance List (DSL).	Yes
Canada	Non-Domestic Substance List (NDSL)	Yes
Europe	Inventory of New and Existing Chemicals (EINECS)	Yes
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
New Zealand	New Zealand Inventory of Chemicals (NZIoC)	Yes
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
Philippines	Philippines Inventory of Chemicals and Chemical Substances (PICCS)	Yes

**"Yes" indicates that all components of this product are in compliance with the inventory requirements administered by the governing country.
 **"No" indicates that one or more components of this product are not on the inventory and are not exempt from listing.

SECTION XVI - OTHER INFORMATION

Hazardous Material Information System (HMIS)

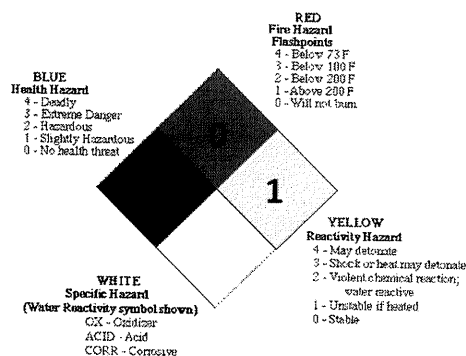
HEALTH	2
FLAMMABILITY	0
REACTIVITY	1
PERSONAL PROTECTION	H

HMIS / NFPA Hazard Rating Legend

* = Chronic Health Hazard 2 = MODERATE
 0 = INSIGNIFICANT 3 = HIGH
 1 = SLIGHT 4 = EXTREME



National Fire Protection Association (NFPA)



For additional information, contact our technical service department.

Information contained in this SDS refers only to the specific material designated and does not relate to any process or use involving other materials. This information is based on data believed to be reliable, and the Product is intended to be used in a manner that is customary and reasonably foreseeable. Since actual use and handling are beyond our control, no warranty, express or implied, is made and no liability is assumed by Odyssey Manufacturing in connection with the use of this information.



April 1, 2024

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS, CONTRACTS, BONDS, LITIGATION DOCUMENTS & PERMITS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; to sign bonds of any type; to sign any permit documents on behalf of Odyssey Manufacturing Co.; and to sign any documents related to litigation by or for Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on September 21, 2023, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 1st day of April, 2024.



Stephen Sidelko, Secretary

CORPORATE SEAL



Marvin T. Rakes, President

Agreement (Contract) Between OWNER and Contractor

This Agreement (Contract) made this _____ day of _____, 2024 by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as the “the TOWN” and “OWNER”, and Odyssey Manufacturing Company, 1484 Massaro Blvd., Tampa, FL 33619, a Corporation, whose Federal I.D. number is 65-0846345, hereinafter designated as “the SUPPLIER”, in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK.

- 1.1 SUPPLIER shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Supply the Town of Jupiter Utilities Water Treatment Plant and Juno Beach Re-Pump Station with sodium hypochlorite for a period of one year beginning October 1, 2024 through September 30, 2025 in accordance with the Bid and Contract Documents, including all addenda and technical specifications.
- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **CHEMICAL BID W2502H, CONTRACT FOR SUPPLYING SODIUM HYPOCHLORITE FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. GOODS AND SERVICES.

- 2.1 SUPPLIER shall furnish the Goods and other services as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows.

Town of Jupiter Utilities
Chemical Bid W2502H
Contract for Supplying Sodium Hypochlorite

ARTICLE 3. POINT OF DELIVERY.

- 3.1 The place where the Goods are to be delivered is the point of delivery and is designated as:

Town of Jupiter Water Treatment Plant	Juno Beach Re-Pump Station
17403 Central Boulevard	14255 US Highway 1
Jupiter, Florida 33458	Juno Beach, Florida 33408

ARTICLE 4. CONTRACT TIME.

- 4.1 The Goods are to be delivered to the point of delivery and ready for OWNER's acceptance of delivery during the month of October, 2024 as outlined in the contract documents, or otherwise as agreed to by written change order between the OWNER and SUPPLIER. Contract shall expire on September 30, 2025, unless renewed by written change order.
- 4.2 OWNER may renew this contract for up to two individual and consecutive one (1) year terms, for a total contract duration of three (3) consecutive years. SUPPLIER shall provide OWNER with written notice no later than March 20th of each year indicating SUPPLIER’S interest and commitment to renew the contract for one additional year, effective October 1. OWNER shall prepare a written change order for a one-year renewal in August preceding the September expiration date of the contract.

ARTICLE 5. CONTRACT PRICE.

- 5.1 OWNER shall pay SUPPLIER for furnishing the Goods and Special Services in accordance with the Contract Documents in current funds according to Contract Unit Pricing F.O.B. (\$/per gallon), submitted in SUPPLIER's Bid for the initial term of the contract.
- 5.2 Annual contract renewals shall be implemented by written change order prepared by OWNER in August of each year, at OWNER'S discretion. Annual renewals shall include price adjustments applied to contract unit pricing based on the most recent annual percentage change in the Producer Price Index (PPI): *Commodity data for Chemicals and Allied Products: Chlorine, Sodium Hydroxide, and Other Alkalies, not seasonally adjusted (WPU06130302)*. PPI data can be obtained from the BLS Website, <https://www.bls.gov/ppi/>, by emailing the PPI at ppi-info@bls.gov, or by calling (202) 691-7705. Annual price adjustments shall apply to new orders placed on or after the effective date of the associated executed written change order. OWNER may require additional documentation in addition to PPI data to support price adjustments and demonstrate consistency with comparable water utilities with similar contract durations. In the event that the previously referenced PPI is unavailable or permanently discontinued, then the PPI for *Commodity data for Chemicals and Allied Products: Industrial Chemicals (WPU061)* shall be used to calculate annual price adjustments.

ARTICLE 6. PAYMENT PROCEDURES.

- 6.1 Payments made by the OWNER will be made via Electronic Funds Transfer (EFT). SUPPLIER will complete a Town of Jupiter Vendor application form providing OWNER with financial information required for EFT payments.
- 6.2 SUPPLIER shall invoice the OWNER after delivery of material and acceptance by OWNER.

ARTICLE 7. SUPPLIER'S REPRESENTATIONS. In order to induce OWNER to enter into this Agreement, SUPPLIER makes the following representations:

- 7.1 SUPPLIER has reviewed and understands the nature and extent of the Bidding/Contract Documents and has given OWNER written notice of all conflicts, errors or discrepancies discovered and agrees written resolution thereof by OWNER is acceptable to SUPPLIER.
- 7.2 SUPPLIER is familiar with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services or other services in connection therewith.
- 7.3 SUPPLIER does not require additional information from OWNER to enable SUPPLIER to furnish the Goods and Special services at the Contract Unit Prices, within the Contract Time and in accordance with the other terms and conditions of the Bidding/Contract Documents.

ARTICLE 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire agreement between SUPPLIER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:
- 8.1(a) Table of Contents
 - 8.1(b) Advertisement for Bids
 - 8.1(c) Instructions to Bidders
 - 8.1(d) Proposal
 - 8.1(e) Contractor E-Verify Affidavit
 - 8.1(f) Subcontractor E-Verify Affidavit
 - 8.1(g) Sworn Statement
 - 8.1(h) Notice of Intent to Award

- 8.1(i) Notice of Award
- 8.1(j) Agreement (Contract) between OWNER and SUPPLIER
- 8.1(k) Opinion of Town Attorney
- 8.1(l) Notice to Proceed
- 8.1(m) Specifications bearing the title: Contract for Supplying Sodium Hypochlorite (W2502H)
- 8.1(n) SUPPLIER's Proposal
- 8.1(o) Any Addenda issued to the Bid Documents
- 8.1(p) Any Modifications, including Change Orders, duly delivered after execution of this Agreement.

ARTICLE 9. MISCELLANEOUS.

- 9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2 OWNER and SUPPLIER each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.3 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
- 9.4 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
 - 9.4(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
 - 9.4(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
 - 9.4(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

9.4(d) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2261, HALEYJ@JUPITER.FL.US, O, OR 210 MILITARY TRAIL, JUPITER, FL 33458.**

9.5 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 448, Florida Statutes, which provides for General Labor Regulations, and specifically Section 448.095, Employment Eligibility. The Contractor acknowledges its legal obligation to comply with § 448.095, Florida Statutes.

9.5(a) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verifv.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

9.5(b) Subcontractors -

- (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
- (ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- (iii) Contractor shall provide a copy of all subcontractor affidavits to the Town upon receipt and shall maintain a copy for the duration of the Agreement.

9.5(c) Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.

9.5(d) Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the Town. Contractor shall be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Agreement. At least one counterpart each has been delivered to OWNER and SUPPLIER. All portions of the Contract Documents have been signed or identified by OWNER and SUPPLIER.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Laura E. Cahill, Town Clerk

SUPPLIER

Odyssey Manufacturing Company
1484 Massaro Blvd.
Tampa, FL 33619

Patrick Allman, General Manager

(CORPORATE SEAL)

ATTEST

PRINT NAME AND POSITION

TOWN OF JUPITER

Work Order No. 181 with Hazen and Sawyer for Public Works Storage Facility - Final Schematic Design



DATE	August 8, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Thomas Hernandez, Director of Engineering and Public Works
SUBJECT	Approval of Resolution 94-24 for the authorization of Work Order No. 181 of Contract W1724B with Hazen and Sawyer for Public Works Storage Facility - Final Schematic Design in an amount not to exceed \$302,622.05

EXECUTIVE SUMMARY

Town staff is providing Resolution 94-24 for consideration by Town Council for approval of Work Order No. 181 to W1724B with Hazen and Sawyer in an amount not to exceed \$302,622.05 for the Public Works Storage Facility - Final Schematic Design.

Work Order No. 181 authorizes Hazen and Sawyer to complete the professional consulting services for the design of a new enclosed three-bay pre-engineered metal structure with one bay that is air conditioned, an enclosed non-air conditioned three-bay storage metal structure, design a diesel fuel tank and dispensing system near existing fueling center, retrofitting one bay of the existing storage building with air-conditioning, installation of interior office space in the existing storage building, installation of a backup generator on the existing storage building, and related site work. The scope of services and the cost breakdown of the lump sum work order are provided herein for reference.

This design work order will fall under an existing contract which was previously reviewed by the Town Attorney for legal sufficiency.

The construction funds for the items to be designed under this work order will be programmed in the fiscal year 2025 Community Investment Program.

ANALYSIS

Hazen and Sawyer was awarded a continuing services contract, W1724B, by the Town Council in April of 2017 and the contract was renewed for an additional three years starting in April of 2022. Staff has determined that Hazen and Sawyer can provide the necessary professional services for the Public Works Storage Facility - Final Schematic Design.

There were \$246,000 available at the beginning of fiscal year 2024 for the proposed work. Town staff performed a budget transfer in order to fund the design of the proposed work. The budget transfer will be reflected in a future year-end budget amendment to be brought before Council at a later date.

Approving Resolution 94-24 will authorize Work Order No.181 with Hazen and Sawyer in an amount not to exceed \$302,622.05 for the Public Works Storage Facility - Final Schematic Design.

In the event the Town Council approves Resolution 94-24, the Director of Engineering and Public Works will be directed to execute the Work Order on its behalf.

STRATEGIC PRIORITY

- Organizational Excellence

ATTACHMENTS

1. Resolution 94-24
2. Work Order #181
3. CIP Sheet

FUNDING SOURCE

Approved in Budget	\$302,622.05	Sources:Public Works Storage Building Phase II, 31031041-562000-E2200
Additional Funding Requested	\$	Sources:

For more information or to request attachments, please contact Kali Beams at kalib@jupiter.fl.us or 561-741-2467.

RESOLUTION NO. 94-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING WORK ORDER NO.181 OF CONTRACT W1724B WITH HAZEN AND SAWYER FOR THE PUBLIC WORKS STORAGE FACILITY - FINAL SCHEMATIC DESIGN IN AN AMOUNT NOT TO EXCEED \$302,622.05 AND TO AUTHORIZE THE DIRECTOR OF ENGINEERING AND PUBLIC WORKS TO EXECUTE THE WORK ORDER ON ITS BEHALF

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated in Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town has an existing Continuing Services Consulting Contract with Hazen and Sawyer; and

WHEREAS, the Town's Engineering and Public Works Department requested a proposal from Hazen and Sawyer in order to create a work order for the final design for Public Works Storage Facilities; and

WHEREAS, the scope of work for the Public Works Storage Facility Final Schematic Design consists of but are not limited to professional consulting services for the design of a new enclosed three-bay pre-engineered metal structure with one bay that is air conditioned, an enclosed non-air conditioned three-bay storage metal structure, design of a fuel tank and dispensing system near the existing fueling center, retrofitting one bay of the existing storage building with air-conditioning, installation of interior office

space in the existing storage building, installation of a backup generator on the existing storage building, related site work; and

WHEREAS, the Town Council has determined that it should authorize Work Order No. 181 of Contract W1724B, in an amount not to exceed \$302,622.05 to Hazen and Sawyer; and

WHEREAS, the Town has sufficient funds in its current fiscal year budget available to fund the design of the Project.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Director of Engineering and Public Works is hereby authorized to execute the work order with Hazen and Sawyer. in an amount not to exceed \$302,622.05.

Section 3. This Resolution shall take effect immediately upon its execution.



August 8, 2024

Mr. David Barnett, P.E.
Hazen and Sawyer
4000 Hollywood Boulevard, Suite 750N
Hollywood, FL, 33021

**RE: CONTRACT No. W1724B; WORK ORDER NO. 181
PUBLIC WORKS STORAGE FACILITY - FINAL SCHEMATIC DESIGN**

Dear Mr. Barnett:

In accordance with your proposal dated July 23, 2024 (attached), you are authorized to provide engineering services for Public Works Storage Facility - Final Schematic Design:

Final Design \$ 302,622.05

The work shall be performed as Work Order No. 181 to Contract W1724B. All required services shall be performed in accordance with the terms and conditions of the subject contract for a cost not to exceed **Three Hundred Two Thousand, Six Hundred Twenty-Two Dollars and Five Cents (\$302,622.05).**

Please acknowledge your concurrence of the above by signing in the space provided and returning a signed, faxed copy to this office. Please mail the signed original to this office.

Approved By Direction:

Thomas Hernandez, P.E.
Director of Engineering and Public Works

Hazen and Sawyer
Acknowledgment and Acceptance:

Signature: _____

Printed Name: _____

Date: _____

Title: _____

SCOPE OF SERVICES

TOWN of Jupiter

Public Works Storage Facility Work Order #181 July 23, 2024

In accordance with our general services agreement dated April 18, 2017 (Contract W1724B), Hazen and Sawyer, (hereinafter referred to as “**CONSULTANT**”), is pleased to submit this proposal for professional consulting services to the TOWN of Jupiter, (hereinafter referred to as “**TOWN**”) to perform engineering and architectural services associated with the design of a Public Storage Facility and related improvements as outlined below.

PROJECT UNDERSTANDING

The **TOWN's** Engineering & Public Works department has recently requested professional consulting services for the preliminary design of a new three-bay pre-engineered metal structure, an enclosed non-air conditioned three (3) bay storage metal structure, design fuel tank and dispensing system at existing fueling center, and related site work. To accomplish this, it was necessary to create initial schematic drawings for proposed municipal capital improvement projects identified by **TOWN** Staff.

The scope of this work will include engineering and finalizing the following:

- A three bay pre-engineered metal structure with insulated metal wall, roof panels, and 16' high eave located west of the existing storage building (ESB). Two bays will be ventilated storage bays, and one bay will be air-conditioned and include 3 offices and a unisex restroom.
- The existing open air covered storage area will be demolished, and an enclosed non-air conditioned three (3) bay enclosed storage metal structure (50ft x 60ft) will be created north of the Public Works Storage Facility.
- Installation of a new $\pm 2,000$ gallon double-walled fuel tank, including monitoring instruments and electric fuel dispenser.
- Paving, grading and drainage plans to support the open space storage area and possible surrounding retention pond expansion. Parking lot will include 4 parking spaces, one of which will be accessible.
- Site Planning services will be required to receive zoning approval for the project which will include a site plan, tree disposition plan, landscape plan, and irrigation plans.
- Retrofitting of the ESB to include air-conditioning of the unisex restroom bay.

SCOPE OF SERVICES

Task 1 – Final Schematic Design (30% Design)

CONSULTANT will finalize the schematic drawings that will show the conceptual layout of the Public Works Storage Facility with the specific project needs as obtained above.

In general, the list of Schematic Drawings anticipated are as follows:

Sheet	Drawing	Title
1	G-01	Cover Sheet with Location Map and Index of Sheets
2	G-02	General Notes
3	C-01	Site Plan (1:20 Scale)
4	C-02	Schematic Site Civil Paving, Grading, and Drainage Plan (1:20 Scale)
5	C-03	Schematic Site Civil Water and Sewer Plan (1:20 Scale)
6	C-04	Schematic Autoturn Exhibit (1:20 Scale)
7	A-01	Schematic Architectural Structures Footprint
8	A-02	Schematic Architectural Structures Elevations
9	A-03	Schematic Architectural Structures Sections
10	H-01	Schematic HVAC Drawings
11	P-01	Schematic Plumbing Drawings
12	E-01	Schematic Lighting/Photometric Plan (1:20 Scale)
13	L-01	Schematic Landscape Plan (1:20 Scale)

Task 1 Deliverables:

CONSULTANT will provide the following for the **TOWN**:

1. Final Schematic Drawings in electronic PDF format

Task 2 – Site Planning Services

CONSULTANT will employ the services of a professional land planner in the State of Florida (PLANNING SUBCONSULTANT) to prepare Schematic and Design Development documents based upon the **TOWN's** approval. Documents will include a site plan, a tree disposition plan and a code compliant landscaping plan for the affected area of the site. The items will be prepared by the **CONSULTANT** at a level required by the **TOWN** for site plan review for a Minor or Major Site Plan Modification process as follows:

- Assist the **TOWN** in preparing a specific site plan modification for a portion of the existing site delineating all site features as required for the application for site plan review, including

up to one (1) revision of the site plan and/or landscape plan if applicable, after submission to the **TOWN**.

- A one hundred percent code compliant landscape plan delineating proposed plantings as required by the application for site plan review for the affected area.
- A tree disposition plan for all the existing trees on site within the affected area/limit of work, including the tabulation, field review and report as required by the **TOWN's** review.
- Assist the **TOWN** with the preparation of application forms for a minor or major site plan amendment as necessary.
- Preparation of final site and landscape plan after approval by the **TOWN**.

Included in this task, **PLANNING SUBCONSULTANT** shall prepare for, attend and represent the **TOWN** at the following meetings, as required:

- a. One (1) Planning & Zoning Public Hearing
- b. One (1) TOWN Council Public Hearing

Task 2 Deliverables:

CONSULTANT will provide the following for the **TOWN**:

1. Submittal: **PLANNING SUBCONSULTANT** will submit an electronic copy of submittal package through the TOWN's portal and will monitor the application through the planning and zoning process for a minor or major site plan amendment, including responding to insufficiencies and resubmitting. **PLANNING SUBCONSULTANT** will provide Final Plans as part of Task 6 Final Construction Documents.
2. Representation: One (1) Planning & Zoning Public Hearing and One (1) **TOWN** Council Public Hearing

Task 3 – Permitting Services

CONSULTANT will apply for and obtain applicable permits required for construction of the proposed improvements and will respond to requests for additional information submitted by the regulatory agencies.

- TOJ Engineering/Utilities Department permit (permit will not be obtained, but review process will be started)
- TOJ Building Department (Final building permit will be submitted with final Drawings. Permit will be obtained by Contractor)
- TOJ Tree Removal Permit
- Loxahatchee River District (LRD) sewer (permit is not required, but a courtesy review will

be coordinated and comments will be addressed if reroute, modification or deflection of any LRD sewer lines are required)

- Palm Beach County Health Department (PBCHD) (Notice of Intent to use the General Permit for Construction of Watermain Extension)
- South Florida Water Management District (SFWMD) Environmental resource Permit (ERP) – Permit Modification
- Palm Beach County ERM/FDEP – AST Registrations

Task 3 Deliverables:

CONSULTANT will provide the following to the **TOWN**:

1. Permit Applications: **CONSULTANT** will submit to the **TOWN** the above permit applications for signature (as required).
2. Responses to Requests for Additional Information (RAIs): **CONSULTANT** will respond to up to two RAIs from each agency listed above and copy the **TOWN** on correspondence.

Task 4 – Construction Documents (100%)

CONSULTANT will develop construction document drawings that will incorporate design schematic design comments and will progress the drawings to about 100% completion.

In general, the preliminary list of Construction Document Drawings anticipated are as follows:

Sheet	Drawing	Title
1	G-01	Cover Sheet with Location Map and Index of Sheets
2	G-02	General Notes
3	G-03	Town of Jupiter Standard Notes
4	G-04	Symbols and Abbreviations
5	V1	Project Survey
6	C-01	Site Civil Paving, Grading, and Drainage Plan
7	C-02	Site Civil Water and Sewer Plan
8	C-03	Site Civil Cross Sections and Profiles
9	D-01	Site Civil Specific Construction Details
10 to 12	D-02 to D-04	Jupiter Standard Details Sheet 1 to 3
13	S-01	Structural Code Compliance
14	S-02	Structural Code Compliance
15	S-03	Structural Foundation and Slab Plan Fueling Center
16	S-04	Structural Foundation and Slab Plan Open Bins

17	S-05	Structural Foundation and Slab Plan Open Shed
18	S-06	Structural Sections Open Bins
19	S-07	Structural Sections Open Shed
20	S-08	Structural Sections Storage Building
21	S-09	Structural Section Fuel Center
22	S-10	Structural Details
23	S-11	Structural Details
24	A-01	Architectural Site Plan – Life Safety
25	A-02	Architectural Life Safety Plan and Code Sheet (Fueling Center)
26	A-03	Architectural Elevations and Details (Fueling Center)
27	A-04	Architectural Life Safety Plan and Code Sheet (Open Shed)
28	A-05	Architectural Elevations and Sections (Open Shed)
29	A-06	Architectural Life Safety Plan and Code Sheet (Storage Bldg)
30	A-07	Architectural Structures Footprint
31	A-08	Architectural Structures Elevations
32	A-09	Architectural Structures Sections
33	A-10	Architectural Partial Plan Office and Toilet Room
34	A-11	Schedules
35	A-12	Details
36	H-01	HVAC Notes, Legend and Schedule
37	H-02	HVAC Schematics
38	H-03	HVAC Plan
39	P-01	Plumbing Notes, Legend, and Schedule
40	P-02	Plumbing Floor Plan
41	P-03	Plumbing Riser Diagrams
42	E-01	Electrical Legend Sheet
43	E-02	Electrical Site Plan
44	E-03	Electrical Power and Lighting Plan Fueling Center
45	E-04	Electrical Power and Lighting Plan Open Shed
46	E-05	Electrical Power and Lighting Plan Storage Building
47	E-06	Electrical Panel Schedule and Riser Diagram
48	E-07	Electrical Panel Schedule and Riser Diagram
49	E-08	Conduit and Wire Schedule
50	E-09	Conduit and Wire Schedule

51	L-01	Landscaping Plan
52	L-02	Landscaping and Irrigation Notes and Landscaping Details

The construction document drawings and specifications will be submitted electronically to the **TOWN** for distribution to the appropriate departments for their review. After sufficient review time, a meeting will be scheduled with **TOWN** staff to review the construction contract drawings and specifications with representatives from the **CONSULTANT**. The **CONSULTANT** will incorporate comments made by the **TOWN** to form the bid ready documents.

Task 4 Deliverables:

CONSULTANT will provide the following for the **TOWN**:

1. Construction Document Drawings in electronic PDF format
2. Construction Document Specifications in electronic PDF format
3. 100% Opinion of Probable Cost in electronic PDF format

Task 5 – Bidding

The **CONSULTANT** will prepare responses to questions during bidding and produce addendums to the Drawings and Specifications as required. The **CONSULTANT** will attend a pre-bid meeting and bid opening as requested by the **TOWN**.

Task 5 Deliverables:

CONSULTANT will provide the following to the **TOWN**:

1. **CONSULTANT** will provide responses to bidders questions
2. **CONSULTANT** will attend Pre-bid and Bid Opening

TIME OF COMPLETION

The time of completion for the deliverables described above is tabulated below.

Deliverable	Anticipated Time to Completion (from NTP of X/XX/XX)
Task 1 – Final Schematic Design	4 weeks (using existing survey as starting point)
Task 2 - Planning	8 weeks (Commission Approval)
Task 3 – Permitting	16 weeks
Task 4 – Construction Documents	16 weeks
Task 5 – Bidding	20 weeks

SCHEDULE OF FEES

Proposed labor costs for services (Lump Sum except where indicated), are tabulated below.

Task	Hazen Engineering Fees	Subconsultant Fees	Totals
Task 1 – Final Schematic Design	\$26,913.81	-	\$26,913.81
Task 2 – Planning	-	\$23,300	\$23,300
Task 3 – Permitting	\$8,934.89	-	\$8,934.89
Task 4 – Construction Documents	\$234,890.57	-	\$234,890.57
Task 5 – Bidding	\$8,582.70	-	\$8,582.70
Total Lump Sum			\$302,622.05

ASSUMPTIONS

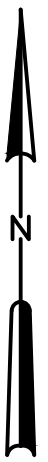
- The **CONSULTANT** team visiting the site and attending meetings will consist of a Civil Engineer and Architect.
- Phase 1 or Phase 2 Environmental Site Assessments, or Wetlands or Endangered Species surveys are not anticipated for this project. If required, may be provided as an Additional Service.
- All drawings will be based on existing surveys, aerial photography, field notes and property boundaries as identified and readily available via the **TOWN's** records, Palm Beach County Property Appraiser website or County Clerk website unless supplied additional documentation by the **TOWN**.
- The location of utilities on, over or under the project site will be based on readily available information to be provided by applicable agencies as identified by Sunshine One-Call.
- The level of accuracy for the opinion of probable construction will be a Class 3 estimate in accordance with the Association for the Advancement of Cost Estimating (AACE) in Recommended Practices 18R-97.
- It is assumed that all improvements will occur on **TOWN** owned property, and that no property acquisition is required.
- It is assumed that **TOWN** will provide existing as-built documents, surveys or concept plans for review by **CONSULTANT**. It is assumed that **TOWN** will assist **CONSULTANT** in requesting and obtaining key CAD files from prior consultants if necessary, in the event that the **TOWN** does not have key CAD files available.
- It is assumed that the **CONSULTANT** will not create structure site or structure renderings.

- It is assumed that the **CONSULTANT** will not be required to attend a community meeting, architectural review board, or similar review board meetings, beyond those listed in the sections above.
- It is assumed that hazardous materials beyond the Maximum Allowed Quantities will not be stored within the structures.
- It is assumed that fire suppression and fire alarm system will not be required within the structures.
- Existing fueling center canopies will remain in place and meet the requirements of the building code.
- Construction Services, if requested, will be provided as an Additional Service.

Figures

NOTES:

1. PRE-ENGINEERED METAL BUILDING SHALL HAVE TWO VENTILATED BAYS FOR STORAGE AND ONE CONDITIONED BAY INCLUDING 3 OFFICES AND A UNISEX RESTROOM.



LEGEND:

- (H) → DRAINAGE HIGH POINT
→ DIRECTION OF DRAINAGE FLOW
→ DIRECTION OF TRAVEL
[Symbol] PROPOSED STORM DRAINAGE
[Symbol] EXISTING DRAINAGE
SS PROPOSAL SANITARY SEWER
W PROPOSED WATER SERVICE
UGE PROPOSED ELECTRICAL SERVICE
••• PROPOSED BOLLARDS
--- CENTERLINE OF ROAD
--- HIGH RIDGE DRAINAGE DIVIDE
[Pattern] PROPOSED PAVEMENT
[Pattern] PROPOSED STABILIZED GRAVEL
-x- PROPOSED FENCE
-x- EXISTING FENCE TO REMAIN
[Symbol] EXISTING TREE
[Pattern] EXISTING CONCRETE SLAB

1"=30'-0"

30 15 0 30'

SCHEMATIC DESIGN

File: --- Saved by HP Save date: 7/1/2024 10:51 a. m.
PLOT DATE: 7/1/2024 10:53 a. m. BY: HP

REV	ISSUED FOR	DATE	BY

PROJECT ENGINEER:	D. BANNET
DESIGNED BY:	D. BANNET
DRAWN BY:	C.LOMBANA
CHECKED BY:	XXX
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1"

DAVID A. BANNETT, PE No. 51865

Hazen

HAZEN AND SAWYER
2101 NW CORPORATE BLVD, SUITE 301
BOCA RATON, FLORIDA 33431
LICENSE No.: 2771

TOWN OF JUPITER, FLORIDA UTILITIES
DEPARTMENT

PUBLIC WORKS STORAGE FACILITY

SCHEMATIC SITE PLAN

DATE:	JULY 2024
HAZEN No.:	44250-102
CONTRACT No.:	WO. 181
DRAWING NUMBER:	C-01-01

Fee Schedule

ATTACHMENT "A"
Work Order No.
PUBLIC WORKS STORAGE Detailed Cost and Expenses

Task No.	Work	Vice President	Senr. Assoc	Assoc	Senr. Principal	Principal Eng./Arch.	Engineer/Architect	Senr. Princ. Designer	Principal Designer	Word Process	Total Hours	Raw Labor Cost	Labor Cost (3.05)	Sub-Consultant	Expenses (5% of Labor)	Total Cost
		\$92	\$70	\$60	\$55	\$43	\$38	\$40	\$32	\$27						
1.0	Schematic Design	7	4	0	60	0	110	0	0	0	181	\$8,404.00	\$25,632.20	\$0.00	\$1,281.61	\$26,913.81
2.0	Planning											\$0.00	\$0.00	\$23,300.00	\$0.00	\$23,300.00
3.0	Permitting	0	11	0	28	0	0	12	0	0	51	\$2,790.00	\$8,509.50	\$0.00	\$425.48	\$8,934.98
4.0	Construction Documents	88	55	0	580	0	650	120	0	0	1493	\$73,346.00	\$223,705.30	\$0.00	\$11,185.27	\$234,890.57
5.0	Bidding	0	18	0	20	0	0	8	0	0	46	\$2,680.00	\$8,174.00	\$0.00	\$408.70	\$8,582.70
TOTAL		95	88	0	688	0	760	140	0	0	1771	\$87,220.00	\$266,021.00	\$23,300.00	\$13,301.05	\$302,622.05

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2024 - 2028

Strategic Priority : Organizational Excellence	Department : Engineering
	Project No. : E2200/E1601
Project Name : Public Works Storage Building Phase II	Year(s) : 2022-2026
	Projected In-Service Date : 2024

Project Description :

This project provides construction for the second phase of the Public Works Storage Building. This scope of work expands the compound fence, provides additional graded base rock area for outdoor storage, demolishes the existing Public Works pole barn, constructs material storage bins on the existing pole barn concrete slab, constructs a covered area for storage of equipment/materials, and provides the stormwater infrastructure to support these facilities.

Link to Strategic Plan :

Maintain Town facilities and buildings at a level defined by Town policies.

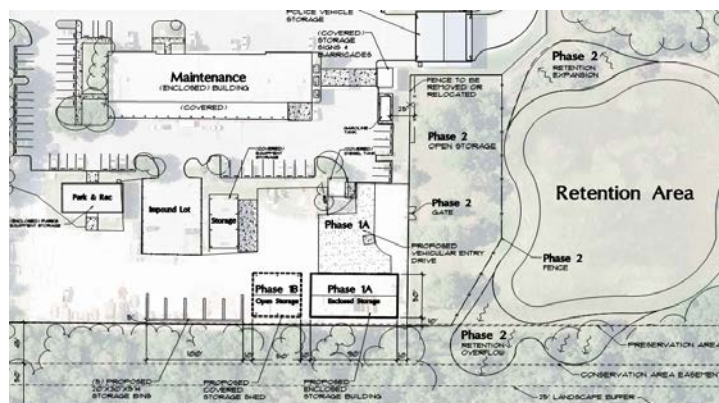
Need, Justification, Benefits :

The Town's growth has led to the need for additional equipment/material storage within the EOC/Maintenance Facility Complex. This project provides dry storage/protection from the elements for various valuable materials/equipment and a segregated storage location for various materials; base rock, crusher stone, and sand as well as spoil or waste (such as damaged concrete sidewalks).

Location & Area Map



Project Photo



Comments :

These items were approved under the site approval process for the Public Works Storage Building but were deferred from funding as part of the Phase I Improvements. The materials storage bins would be moved to the footprint of the existing pole barn structure and the expansion of graded and open storage will help to alleviate space constraints with stored materials and spoil. The financials have been updated to defer the construction of the covered/open storage until 2025. Design work will take place in 2024.

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2024 - 2028

Project Name :	Public Works Storage Building Phase II	Project No.	E2200/E1601
Strategic Priority :	Organizational Excellence		
Department :	Engineering		

Project Budget :	Prior to 2024	2024	2025	2026	2027	2028	After 2028	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$132,401	\$40,000	\$0	\$0	\$0	\$0	\$0	\$172,401
Construction	\$705,657	\$0	\$350,000	\$0	\$0	\$0	\$0	\$1,055,657
Equipment	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000
Other - Right of Way		\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$878,058	\$40,000	\$350,000	\$0	\$0	\$0	\$0	\$1,268,058

Funding Sources :	Prior to 2024	2024	2025	2026	2027	2028	After 2028	Total
General revenues	\$878,058	\$40,000	\$350,000	\$0	\$0	\$0	\$0	\$1,268,058
Impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Escrow & Deposits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FDOT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water R & R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$878,058	\$40,000	\$350,000	\$0	\$0	\$0	\$0	\$1,268,058

Operating :	Prior to 2024	2024	2025	2026	2027	2028	After 2028	Total
Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Previous Years	Prior to FY2019	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Column1	Total
Amount Budgeted	\$655,000	\$0	\$17,058	\$0	\$20,000	\$186,000		\$878,058
Amount Expended	\$81,416	\$30,349	\$61,023	\$499,270	\$0	\$0		\$672,058
Balance								\$206,000

TOWN OF JUPITER
Police Department Vehicle Suppression Trucks



DATE	August 8, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	David England, Chief of Police
SUBJECT	Police Department Vehicle Suppression Trucks

EXECUTIVE SUMMARY

Town staff is requesting Town Council's approval of the purchase of two (2) pick-up trucks and the equipment needed to outfit them to perform vehicle suppression techniques. The total purchase amount will be \$137,369.00, including a contingency. The purchase will be funded through the use of Federal Asset Forfeiture Funds. The vehicles requested are one (1) police Ford F-250 and one (1) police Chevrolet Silverado 2500. The stature and weight of these vehicles are sufficient for the subscribed purpose of performing vehicle suppression techniques.

ANALYSIS

One of the vehicles will be issued to the Agent assigned to the South Florida Task Force. The other vehicle will be assigned to a Street Crimes Unit Agent. Vehicle suppression and the blocking in of parked vehicles to prevent fleeing and escape is used in a variety of police actions, and these vehicles will significantly increase officer safety for those involved and mitigate potential damage compared to police vehicles not specially equipped for this purpose.

During the three-year period of 2021 – 2023 the Jupiter Police Department utilized vehicle suppression or pursuit intervention techniques 21 times. There are also best practices in certain tactical scenarios where suppression vehicles are used to ensure suspect vehicles are not able to become mobile and present an avenue of escape or become an additional safety hazard for officers or the community. Additionally, the South Florida Task Force has performed over 50 interventions since January of 2024. The assigned Jupiter Police Agent does not currently have a vehicle that is properly equipped to safely assist with these techniques.

In accordance with Town Purchasing Policy, each component of the purchase will be as follows:

- The base vehicles will be purchased under the 2024 Florida Sheriffs Association (FSA) State Cooperative Bid No. FSA 23-VEL31.0, which is effective from 10/1/2023 through 9/30/2024. The FSA follows a detailed competitive bidding process and includes pursuit-rated vehicles. A copy of the Notice of Final Award for each vehicle with pricing is attached to this executive summary along with quotes from the awarded dealerships. The total cost of vehicles are \$99,776.99. (Attachment B)
- The outfitting of the vehicle with necessary lighting/equipment will be through a contract between the Town of Jupiter and Shyft Group Upfit Services, Inc. (DBA Strobes-R-Us)

based upon Broward Sheriff's Office Bid 23004AP. The contract, which is effective through 6/8/2026, was approved by the Town Council on 12/19/2023.

- Dana Safety Supply will install ballistic rated glass in the front windshield and rear window of each vehicle. A quote was obtained from Diamond Defense, the only other Florida-based vendor located, for \$18,500.00. Another vendor, Safe Haven, was located in Arizona and provided a verbal quote of \$6,000 for just the front windshield and both vehicles would have to be shipped to their facility for installation. (Attachment C)
- A secure and lockable storage system for the bed of each vehicle will be purchased from Decked.
- A tonneau cover for each truck bed and reinforced bumpers will be purchased from Realtruck.
- Both vehicles will be window tinted by All Florida Tinting.

Vehicle license, registration, and confidential tags have also been included. The current balance in the Federal Forfeiture account is \$251,051.36.

STRATEGIC PRIORITY

- Safety
- Organizational Excellence

ATTACHMENTS

1. Summary Cost Sheet
2. FSA Award Letter and Quotes
3. Ballistic Glass Quotes

FUNDING SOURCE

	Approved in Budget	\$	Sources:
	Additional Funding Requested	\$137,369.00	Sources: Federal Forfeiture Funds

For more information or to request attachments, please contact Major Christopher Smith at 0649@jupiter.fl.us and/or 561-741-2250.

Suppression Vehicles

Item Description	Cost per Vehicle	Quantity	Extended Cost
2024 Ford F-250	\$ 50,382.99	1	\$ 50,382.99
2024 Chevrolet Silverado 2500	\$ 49,394.00	1	\$ 49,394.00
Strobes-R-Us Light Package (Ford)	\$ 3,709.58	1	\$ 3,709.58
Strobes-R-Us Light Package (Chevrolet)	\$ 3,759.32	1	\$ 3,759.32
Ballistic Glass and Installation	\$ 8,760.00	2	\$ 17,520.00
Reinforced Bumpers (Ford)	\$ 2,537.90	1	\$ 2,537.90
Reinforced Bumpers (Chevrolet)	\$ 2,797.10	1	\$ 2,797.10
Bed Storage System	\$ 1,599.99	2	\$ 3,199.98
Tonneau Cover	\$ 1,099.99	2	\$ 2,199.98
Window Tint	\$ 300.00	2	\$ 600.00
Registration and Title, Confidential Tag	\$ 134.00	2	\$ 268.00
TOTAL			\$ 136,368.85
Contingency			\$ 1,000.00
GRAND TOTAL			\$ 137,368.85



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Notice of Final Award **FSA23-VEL31.0: Pursuit, Administrative, & Other Vehicles**

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manager

Re: Notice of Final Award for FSA23-VEL31.0: Pursuit, Administrative, & Other Vehicles

Florida Sheriffs Association (FSA) has completed its 31st year of the cooperative purchasing pursuit, administrative, and other vehicles contract. FSA is issuing the Notice of Final Award for contract FSA23-VEL31.0: Pursuit, Administrative, & Other Vehicles that will be effective from October 1, 2023, through September 30, 2024. This year's bid included 216 items. The contract will offer pursuit rated vehicles, administrative sedans, pickup trucks, electric vehicles, cargo and passenger vans, electric bikes, motorcycles, and other light and midsize vehicles.

The competitive process for this award began in May 2023, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On May 5, 2023, a direct notification was sent to 716 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 51 pre-bid attendees or waivers. Of these respondents, 22 submitted bids and 19 qualified. FSA has identified intended awardees in the attached Final Award Report. The Final Award Report shows up to three lowest bidders per item, per zone.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.



Jupiter Police Department

Prepared for:	Contract Holder	7/17/2024
Jupiter Police Department Angela Dean 1160@jupiter.fl.us 561-741-2436	Duval Ford Jared Davis (Work) 904-388-2144 (Fax) 904-387-6816 jared.davis@duvalmotor.com 405 Lane Avenue North Jacksonville, FL 32254	

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL



We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 23-VEL-31 / FSA 23-VEH21. If you have any questions regarding this quote please call! Note, Vehicle will be ordered **white exterior** unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Rate/ hr	Parts Q	Code	Equipment	UNIT PRICE	EXTENDED
1	1	W2B SOUTH	Item 168: 2024 Ford F250 Crew Cab 160"WB 4x4. Power Windows, Locks, Keyless Entry	\$ 47,812.00	\$ 47,812.00
1	1	UM	Agate Black Metallic	\$ -	\$ -
1	1	AS	40/20/40 Vinyl Bench Seat (front) Rear 60/40 in Grey	\$ -	\$ -
1	1	99A.44F	6.8L 2V DEVCT NA PFI V8 Gas (Flex Fuel)/TorqShift-G Ten- Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4) N/A on (X3C & W3C)	\$ -	\$ -
1	1	18B CREW	Platform Running Boards	\$ 441.66	\$ 441.66
1	1	534	COMPLETE TRAILER TOW PACKAGE - HD Availability: ● Optional on XL, XLT, Includes trailer plug 6 or 7 way ● Includes hardware pack: Class IV Ball Mount, 2" Ball, Sleeve reducer, pin and clip ● Recommend Locking Differential , Includes Hardware	\$ 1,483.79	\$ 1,483.79
1	1	85S	TOFF spray-in bedliner; includes tailgate-Guard, bed attachment bolts; NA w/ Pickup Box Delete (66D))	\$ 590.54	\$ 590.54
1	1	TMP	30 Day Florida Temporary Tag. Requires (TTO) Tag/Title Option	\$ 7.00	\$ 7.00
1	1	TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery.	\$ 48.00	\$ 48.00
0	0	NOTE:	Current FSA contract pricing expires 9/30/2024		
0	0	UNIT COST			\$ 50,382.99
0	0	TOTAL QUANTITY	1	TOTAL PURCHASE	\$ 50,382.99



Jupiter Police Dept.

Specification #	148
Unit Description	CK20743

Prepared for:

Prepared by:

7/19/2024

Jupiter Police Dept.

Attn: Angela Dean

1160@jupiter.fl.us

561-741-2436

Garber Chevrolet

Dan Drake

(904) 264-2442 ext.2332 FAX: (904) 284-0054

3340 Hwy 17 Green Cove Springs, FL 32043

ddrake@garberautomall.com



**Florida Sheriffs
Association**

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org)
Purchasing contract number is FSA23-VEL31.0 Pursuit Administrative & Other Vehicles,
expiring September 30th, 2024. If you have any questions regarding this quote please
call!

Base Price

CK20743

2024 Chevrolet Silverado 2500 HD 4WD Crew Cab 159"

\$46,853.00

Codes	Optional Equipment	Unit Price	OEM Discount 2.00%	Net Price
1WT	Work Truck Preferred Equipment Group includes standard equipment	Included		\$0.00
L8T	Engine, 6.6L V8	Included		\$0.00
MKM	Transmission, Allison 10-Speed automatic	Included		\$0.00
GAZ	Summit White	Included		\$0.00
QXT	Tires, LT265/70R17E all-terrain, blackwall	200.00	(4.00)	\$196.00
AZ3	Seats, front 40/20/40 split-bench	Included		\$0.00
H2G	Jet Black, Vinyl seat trim	Included		\$0.00
PYQ	Wheels, 17" (43.2 cm) machined aluminum	350.00	(7.00)	\$343.00
ZLQ	WT Fleet Convenience Package	655.00	(14.00)	\$641.00
JL1	Trailer brake controller	275.00	(6.00)	\$269.00
NZZ	Skid Plates	150.00	(3.00)	\$147.00
VK3	License plate kit	Included		\$0.00
5H1	Key equipment, two additional key fobs	45.00	(1.00)	\$44.00
	NON OEM OPTIONS:		HOURS:	
TINT	Dealer Tint All Windows Legal Includes Windshield Strip	320.00		\$320.00
SIBL	Spray In Bed Liner Linex	575.00		\$575.00
DEL	Delivery	Included		\$0.00
TTAG	Temporary Tag	6.00		\$6.00

TOTAL PURCHASE AMOUNT PER VEHICLE

\$ 49,394.00

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	535686-B
Customer No.	JUPITER PD

Bill To

Jupiter Police Department
210 Military Trail
Jupiter, FL 33458

Ship To

DANA SAFETY SUPPLY
ATT: Jupiter Police Department
750 W MCNAB
FT. LAUDERDALE, FL 33309

Contact: Sergeant Joseph Farinacci
Telephone: 561-741-2623
E-mail: 1088@jupiter.fl.us

Contact: INSTALLS
Telephone: 1-954-708-2071
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
07/10/24	Ground		QUOTED FREIGHT	F250 2024 BALLISTIC	NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Carlos Rodriguez			CARLOS	Sergeant Joseph Farinacci	53-00014456-54C	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
0	0	N	VEHICLE VEHICLE -2024 FORD F250 Warehouse: FTLA YEAR: 2024 MAKE: FORD MODEL: F250		0.0000	0.00
1	1	N	F150-W-2872 ISBI F150 WINDSHEILD BALLISTIC GLASS Warehouse: FTLA		2,950.0000	2,950.00
1	1	N	INSTALL DSS INSTALLATION OF WINDSHIELD Warehouse: FTLA DSS INSTALLATION OF WINDSHIELD		575.0000	575.00
1	1	N	F150-B-2397 ISBI F150 BACK WINDOW Warehouse: FTLA		2,950.0000	2,950.00
1	1	N	INSTALL DSS INSTALLATION OF BACK WINDOW Warehouse: FTLA DSS INSTALLATION OF BACK WINDOW		850.0000	850.00

Print Date	07/10/24
Print Time	07:03:31 AM
Page No.	1

Printed By: Carlos Rodriguez

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	535686-B
Customer No.	JUPITER PD

Bill To

Jupiter Police Department
210 Military Trail
Jupiter, FL 33458

Ship To

DANA SAFETY SUPPLY
ATT: Jupiter Police Department
750 W MCNAB
FT. LAUDERDALE, FL 33309

Contact: Sergeant Joseph Farinacci
Telephone: 561-741-2623
E-mail: 1088@jupiter.fl.us

Contact: INSTALLS
Telephone: 1-954-708-2071
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
07/10/24	Ground		QUOTED FREIGHT	F250 2024 BALLISTIC	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Carlos Rodriguez		CARLOS		Sergeant Joseph Farinacci	53-00014456-54C	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. FOR BALLISTIC Warehouse: FTLA LOOM, WIRE, HARDWARE, CONNECTORS, ETC ***** 2024 Ford F250, ballistic glass windshield and back window ***QUOTE # 535686 GOOD FOR 60 DAYS*** Approved By: _____ ☐ Approve All Items & Quantities		450.0000	450.00

Print Date	07/10/24
Print Time	07:03:31 AM
Page No.	2

Printed By: Carlos Rodriguez

Subtotal	7,775.00
Freight	985.00
Order Total	8,760.00

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	535687-B
Customer No.	JUPITER PD

Bill To

Jupiter Police Department
210 Military Trail
Jupiter, FL 33458

Ship To

DANA SAFETY SUPPLY
ATT: Jupiter Police Department
750 W MCNAB
FT. LAUDERDALE, FL 33309

Contact: Sergeant Joseph Farinacci
Telephone: 561-741-2623
E-mail: 1088@jupiter.fl.us

Contact: INSTALLS
Telephone: 1-954-708-2071
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
07/10/24	Ground		QUOTED FREIGHT	SILVERADO 2024 BALLI	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Carlos Rodriguez		CARLOS		Sergeant Joseph Farinacci	53-00014456-54C	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
0	0	N	VEHICLE VEHICLE - 2024 CHEVY SILVERADO 2500 Warehouse: FTLA LIST ALL VEHICLE INFO - YEAR: 2024 MAKE: CHEVY MODEL: SILVERADO 2500 CS-W-2840		0.0000	0.00
1	1	Y	ISBI 2020+ SILVERADO 2500 4X4 WINDSHEILD Warehouse: FTLA		2,950.0000	2,950.00
1	1	N	INSTALL DSS INSTALLATION OF WINDSHIELD Warehouse: FTLA DSS INSTALLATION OF WINDSHIELD		575.0000	575.00
1	1	Y	MISC ISBI PN CS-B-3108 2020+ SILVERADO2500 BACK WINDOW Warehouse: FTLA PN CS-B-3108 Chevrolet Silverado 2500 2020-to date BW - BACK WINDOW LEVEL IIIA		2,950.0000	2,950.00

Print Date	07/10/24
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Page No.	1

Printed By: Carlos Rodriguez

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	535687-B
Customer No.	JUPITER PD

Bill To

Jupiter Police Department
210 Military Trail
Jupiter, FL 33458

Ship To

DANA SAFETY SUPPLY
ATT: Jupiter Police Department
750 W MCNAB
FT. LAUDERDALE, FL 33309

Contact: Sergeant Joseph Farinacci
Telephone: 561-741-2623
E-mail: 1088@jupiter.fl.us

Contact: INSTALLS
Telephone: 1-954-708-2071
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
07/10/24	Ground		QUOTED FREIGHT	SILVERADO 2024 BALLI	NET30	
Entered By		Salesperson		Ordered By		
Carlos Rodriguez		CARLOS		Sergeant Joseph Farinacci		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	N	INSTALL DSS INSTALLATION OF BACK WINDOW Warehouse: FTLA		850.0000	850.00
1	1	Y	DSS INSTALLATION OF BACK WINDOW INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: FTLA LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****		450.0000	450.00
2024 Chevy Silverdado, ballistic glass windshield and back window						
QUOTE # 535687 GOOD FOR 60 DAYS						
Approved By: _____						
☐ Approve All Items & Quantities						

Print Date	07/10/24
Print Time	06:55:04 AM
Page No.	2

Printed By: Carlos Rodriguez

Subtotal	7,775.00
Freight	985.00
Order Total	8,760.00



3814 Crossroads Parkway
Ft Pierce, FL 34945
Phone (888)678-1758
Email: L.Pellechio@DiamondTech.Dev
Prepared by: Catherine Marshall

Date:	5/21/2024
Quote #	BL-0007
Customer #	JUPPD-0001
Quote Expires	6/21/2024

Jupiter Police Department

John Naccarato
196 Military Trail
Jupiter, FL 33458
561-701-6385

Vehicle 1: 2023 Ford F-250

Amount

Windshield (NIJ Level III/Level B6)	\$ 3,800.00
Front and Passenger Side Doors - Full Package Including: *Driver and Passenger Side Glass Window (Level IIIA/B4) - Tinted * Driver and Passenger Door Lightweight (Level IIIA) Kevlar Panels Installed *Driver and Passenger Side Upgraded Window Support - Allows for Seamless Window Motion	\$ 5,300.00
Vehicle Pick and Delivery	\$ 150.00
Sub-Total	\$ 9,250.00

Vehicle 2: 2023 Ford F-250

Amount

Windshield (NIJ Level III/Level B6)	\$ 3,800.00
Front and Passenger Side Doors - Full Package Including: *Driver and Passenger Side Glass Window (Level IIIA/B4) - Tinted * Driver and Passenger Door Lightweight (Level IIIA) Kevlar Panels Installed *Driver and Passenger Side Upgraded Window Support - Allows for Seamless Window Motion	\$ 5,300.00
Vehicle Pick and Delivery	\$ 150.00
Sub-Total	\$ 9,250.00

Total **\$ 18,500.00**

Tax **Exempt**

Grand Total **\$ 18,500.00**

***Payment Terms: 50% Due upon contract acceptance/ 50% due upon Delivery**
***Installation Time: 10 Business Days**

Quote

Sergeant Joseph Farinacci <1088@jupiter.fl.us>

Tue 7/9/2024 2:31 PM

To: Major Chris Smith <0649@jupiter.fl.us>

 1 attachments (372 KB)

Diamond Defense Quote.pdf;

The above attachment is the quote from Diamond Defense totaling \$18,500 (\$9,250 per). This does not include the rear window and later was told this is just a ballistic film over windows. The third company we looked at was Safe Haven Defense out of Phoenix, AZ. They quoted \$6,000 just for front windshield and we would have to ship the vehicle to them.

Sergeant Joseph Farinacci
Special Operations Sergeant
561-741-2623

TOWN OF JUPITER

Approving a Purchase Order to Merichem Technologies, LLC for FY2025 Reverse Osmosis Odor Control Treatment Chemicals for \$1.48 per pound



DATE	August 8, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Approving a Purchase Order to Merichem Technologies, LLC for FY2025 Reverse Osmosis Odor Control Treatment Chemicals for an amount of \$1.48 per pound

EXECUTIVE SUMMARY

Approval of a purchase order to Merichem Technologies, LLC (Merichem), for procurement of odor control chemicals for the reverse osmosis (RO) post treatment system for FY2025, at a unit price of \$1.48 per pound for 330-gallon totes (\$4,440 per tote), and an estimated annual value of \$128,520 (estimated 263 totes per year) is requested. Merichem is the sole supplier of the LO-CAT system chemicals.

The Town of Jupiter's RO treatment plant utilizes chemicals for odor control of off-gas from the post treatment system. Hydrogen sulfide gas, which contains a rotten egg smell, exists naturally within the Floridan Aquifer groundwater and passes through the membrane treatment system into the post treatment system where it is stripped (off-gas) from the treated water. The hydrogen sulfide off-gas must be treated for proper disposal. Merichem MC-560 is the chemical used to separate the hydrogen sulfide gas molecules for conversion to elemental sulfur (a solid form) for disposal. MC-530 and MC-550 are anti-coagulant and anti-foam compounds that work in conjunction with MC-560 to prevent foaming and clotting issues within the odor scrubber system while protecting the physical equipment from corrosion and preventing premature wear.

Merichem is the sole proprietor of the LO-CAT odor control scrubber system and associated LO-CAT chemicals utilized by the Town since 1990. At the time the RO Plant was constructed, the LO-CAT system was deemed the most efficient and effective technology at the time to treat sulfur loadings. Merichem does not authorize any other company to manufacture, distribute, or resell their products, therefore deeming the commodity a sole source procurement, as no other company can meet the requirements for supplying the chemicals. In accordance with the Town's Purchasing Policy, sole source procurement determination must be reviewed biennially. Merichem's sole source provider form was last reviewed in February 2024 and is attached for reference.

In FY2024, the cost for the LO-CAT odor control chemicals (MC-530, MC-550, and MC-560) was \$870 per drum or \$1.74 per pound. For FY2025, Merichem's quoted unit price to supply the chemicals for FY2025 in 330-gallon totes is \$4,440 per tote, equivalent to \$1.48 per pound, which is 15% lower than the FY2024 price per pound. Funding for procurement of these chemicals is budgeted in the proposed FY2025 Water Utility Enterprise Operating budget.

ANALYSIS

Merichem Technologies, LLC (Merichem) is the sole supplier of the chemicals required to operate the LO-CAT odor control system at the reverse osmosis water treatment plant. Merichem has provided staff with a quote to supply the Town's water plant with the LO-CAT odor control chemicals for FY2025 at a unit price of \$4,440 per 330-gallon tote, equivalent to \$1.48 per pound. The estimated annual cost for the chemicals is \$128,520 for FY2025. The quoted FY2025 per pound price is 15% lower than the current FY2024 price. Approval of a purchase order to Merichem for the LO-CAT chemicals for FY2025 is requested based on the quoted unit price of \$4,440 per 330-gallon tote.

STRATEGIC PRIORITY

- Fiscal Responsibility

ATTACHMENTS

1. Approved Sole Source Packet Merichem Company V-3580 2024
2. Merichem Price Quotation for FY2025
3. Table of Historical Chemical Bid Costs

FUNDING SOURCE

Approved in Budget	\$128,520	Sources: FY2025 Water Plant Operating Budget
Additional Funding Requested	\$	Sources:

For more information or to request attachments, please contact Haley Johnson at HaleyJ@jupiter.fl.us and/or 561-741-2469.

Town of Jupiter Sole Source Provider Approval Form

Department

Utilities-Water Plant

Vendor and Vendor# (V- #####)

Merichem Technologies, LLC (V-3580)

Prior Year Expense (if any)

\$ 95,301

Expected Current Year Expense

\$ 122,400

GL Account Number(s)

40050133-552007

Description of Goods or Services

Chemical for Reverse Osmosis (RO) odor control and water treatment.

Explain Why Vendor Should be Considered Sole Source

The Town uses LO-CAT System for odor control and water treatment for the water Plant's Reverse Osmosis system. Merichem is the sole proprietor of the LO-CAT system and associated LO-CAT chemicals. Merichem does not authorize any other company to manufacture, distribute, or resell these products; therefore, no other company can meet the Town's requirements. As of 01/02/24, Merichem Company V-2479 was renamed Merichem Technologies, LLC V-3580 in connection with the sale of all Merichem Company's assets to Black Bay Energy Capital. Please see attached supporting documents of new company information, as well as the original Sole Source that was signed on 10/17/22. Town Council approved this purchase of these chemicals for FY 24 on 10/17/23.

Select Only Those That Currently Apply

- ☒ No other source can meet the Town's requirements
- ☒ Different brand, make or specifications would be incompatible with currently owned equipment
- ☒ Without modifications to existing Town systems, no other options exist
- ☒ No other after market product meets the Towns and/or system requirements
- ☒ Contract with manufacturer prohibits use of other products
- ☐ Use of alternative products voids current warranty
- ☒ Manufacturer has restricted service and/or sales distribution network which limits Town to this single vendor

Employee Submitting Request (print name)

Daniel Reid

Date

01/16/2024

Signatures:

Department:

Amanda B.

- ☒ Director
- ☐ Asst Director
- ☐ Director
- ☒ Asst Director

01/17/2024

Finance:

Dawn Alach

01/29/2024

Town Managers Office:

[Signature]

02/07/2024

January 15, 2024

Daniel Reed
Town of Jupiter
PO BOX 8900
Jupiter, FL 33468-8900

RE: Supply of LOCAT Chemicals

Town of Jupiter,

The LoCat System is a proprietary process developed and licensed by Merichem Technologies.

All LoCat Chemicals supplied to Town of Jupiter are solely produced, made, manufactured by Merichem Technologies.

Merichem Technologies is the sole supplier of the LoCat Chemicals. We do not use distributors, resellers, or alternate suppliers for the sale of chemicals.

Chemicals Ordered by Town of Jupiter:

MC-530, MC-550, MC-560

For any questions or concerns, please email LTaylor@Merichem.com.

Thank you,

Linda Taylor

Inside Chemical Sales Manager - Domestic
713-428-5284

MC-560 LO-CAT® CATALYST

PHYSICAL PROPERTIES

Drum net weight: 545 lbs

Drum gross weight: 568 lbs

Product shipped in 55 gallon drums

PRICE SCHEDULE

<u>Shipment Type</u>	<u>Quantity</u>	<u>Price per Lb</u>	<u>Price per drum</u>
Drums*	Any	----	\$870.00
Bulk		\$1.40	----
Totes*		\$1.48	

Prices quoted are F.O.B. origin and subject to change without notice.

Terms are net 30 days.

Prices are effective October 1, 2023

*(includes price of container)

January 2, 2024

We are excited to announce that Merichem Company's technology business unit (formerly Merichem Process Technologies) has been renamed "**Merichem Technologies, LLC**" in connection with the sale of substantially all of Merichem Company's assets to Black Bay Energy Capital. This includes the Technology, Catalyst, Research and Manufacturing portions of the company; this excludes Merichem's Caustic Services Division. Black Bay is a growth-oriented U.S.-based private equity firm that invests heavily in companies that specialize in sulfur treatment and other chemical and energy-related businesses. We are excited about the future of our company as we seek to grow and expand the portfolio of products we are able to offer our customers. You can read more about the acquisition in the press release attached to this letter.

The change in ownership of our business will not significantly impact the business you conduct with Merichem. You will continue to work with the same people in our organization that you always have. We will continue to operate from our current offices, and we will continue to offer the same products, services and support to our customers.

There will be some logistical changes as a result of our change in ownership and the fact that Merichem Technologies is a new legal entity. This includes an immediate update to our banking information and, as we continue to transition our business to Merichem Technologies, an eventual change to our email addresses. Further, depending on your existing agreements with Merichem Company, we may need to update and/or assign certain legal or banking documents to reflect our new entity structure. Our operational and legal teams are in the process of reviewing what steps need to be taken, if any, and will communicate these to you as soon as we are able.

We are excited about this new phase of our business and invite you to visit us at our new website www.merichemtech.com for more information.

Thank you for your business and continued support. If you have any questions regarding this matter, please contact us at 713-428-5000.

Best Regards,

Cyndie Fredrick
CEO

Black Bay Energy Capital Acquires Process Technologies & Catalyst Business from Merichem Company

Black Bay's new sulfur treatment platform will be called Merichem Technologies. Merichem Company to maintain caustic services business.

Houston, TX & New Orleans, LA (January 2, 2024) -- Black Bay Energy Capital ("Black Bay") announced today the acquisition of Merichem Company's technology business unit, comprised of Merichem Process Technologies and Merichem Catalyst Products, which will collectively be renamed "Merichem Technologies." Merichem Company will maintain its caustic services business, which handles spent caustic for beneficial reuse.

Black Bay is a private equity firm focused on the energy and specialty chemical sectors. Merichem Technologies represents a new sulfur-treating platform for Black Bay, which will be led by Cyndie Fredrick, previously SVP & General Manager of Merichem Company, and joined by the existing management team.

Founded in 1945, Merichem Company is a global leader in full-service sulfur removal, caustic treating and spent caustic treatment technologies. Merichem also provides spent caustic handling services as an alternative to technology solutions. For 78 years, Merichem Company has served customers worldwide with its deep expertise and comprehensive capabilities in design and engineering, fabrication, research and testing, logistics, implementation, and technical support.

The new standalone platform, Merichem Technologies, will be a global provider of sulfur treating technologies and solutions, including LO-CAT®, FIBER FILM®, THIOLEX®, MERICAT®, MERICON®, and a suite of proprietary chemical catalysts. The Company's capabilities will include design, engineering, fabrication, R&D, and implementation of chemical catalysts and mechanical solutions to treat sulfur and other impurities across many different industries and markets, including renewables, gas treating, downstream and midstream, and many others. The new entity will be led by Cyndie Fredrick (CEO), Rene Campos (CFO), Jeff Gomach (SVP Technology), and William Rouleau (SVP Catalysts), all former managers within process technologies and catalyst products of Merichem Company. Merichem Company CEO Kendra Lee will join the Merichem Technologies board in concert with the acquisition.

Cyndie Fredrick, CEO of Merichem Technologies, stated "The Merichem Technologies team has successfully deployed highly engineered & patented technologies, chemical catalysts, and mechanical solutions to various end markets including liquified natural gas ("LNG"), midstream oil and gas, refining of traditional crude and renewable feedstocks, biogas/landfill/RNG production, geothermal energy production, and chemical manufacturing. Merichem Company has been a fantastic steward of this business for decades, and the entire Merichem Technologies team is excited about our new partnership with Black Bay and the ability to pursue new avenues for growth."

"Sulfur treatment is a critical path item across many industrial applications around the world. Hydrogen sulfide ("H₂S"), mercaptans, carbon dioxide ("CO₂"), and other related impurities must be dealt with to ensure environmental compliance, sustainable operations, and a saleable end

product. We are thrilled to partner with Cyndie, Rene, Jeff, William, and the rest of the Merichem Technologies team to accelerate growth and expand the portfolio of solutions to help clients with their operational and environmental goals,” said Tom Ambrose, Partner of Black Bay. Sam Scofield, Vice President of Black Bay, added, “The sulfur treatment industry is massive and spans many end markets. We believe that Merichem Technologies is the right platform to create a comprehensive, industry-agnostic sulfur treatment solutions provider.”

Kendra Lee, Chairman and CEO of Merichem Company, stated, “Our reputation has always stood on the principles of proven performance, unsurpassed expertise, and an uncommon commitment to our customers. This divestiture is a major milestone for Merichem Company as we continue to execute on our strategic vision, further cementing our leadership position in caustic services. I am also excited to work with the Merichem Technologies team and investors as they take the technology businesses to the next level.”

About Black Bay Energy Capital

Black Bay is a private equity firm that invests equity capital in partnership with entrepreneurial management teams who are building high-growth companies in the energy and chemical industries. Black Bay’s strategy is to target companies with innovative products and services that help their clients to reduce costs, improve operations, and achieve sustainability initiatives. The firm’s objective is to drive success through a relentless commitment to establishing and cultivating a true partnership with portfolio company management teams, and a belief that deeply rooted partnerships generate outsized returns by fostering collaboration and creativity. Black Bay is currently investing out of its second fund and has approximately \$[505] million of assets under management. For more information, please visit www.blackbayenergy.com.

About Merichem Company

Merichem® is the global leader in the beneficial reuse of spent caustic. Merichem provides spent caustics as an ingredient in industrial processes or as an effective substitute for commercial products, without reclamation. Its turnkey solutions reduce the environmental impact of refineries and chemical companies while maintaining a solid commitment to responsible stewardship and supporting executives’ ESG goals. Beneficial reuse fits within the Guiding Principles of the American Chemistry Council’s Responsible Care® initiative.

Visit <https://www.merichem.com>.

About Merichem Technologies

Merichem Technologies is a global provider of sulfur treating solutions, including market-leading technologies such as LO-CAT®, FIBER FILM®, THIOLEX®, MERICAT®, MERICON®, and a suite of proprietary chemical catalysts. The Company’s capabilities include design, engineering, fabrication, R&D, and implementation of both chemical catalysts and mechanical solutions to treat sulfur and other impurities across many different industries and markets including renewables, gas treating, downstream and midstream as well as many others. Merichem Technologies’ reputation has been built over several decades, with mission critical applications across the globe. For more information, please visit www.merichemtech.com

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "MERICHEM TECHNOLOGIES, LLC", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF NOVEMBER, A.D. 2023, AT 12:58 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

2624031 8100
SR# 20233970720

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204593868
Date: 11-14-23

Page 256 of 496

**CERTIFICATE OF FORMATION
OF
MERICHEM TECHNOLOGIES, LLC**

This Certificate of Formation of Merichem Technologies, LLC (the "Company"), dated November 14, 2023, is being duly executed and filed by Meghan Dupre as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 *Del.C.* § 18-101, *et seq.*).

FIRST. The name of the Company formed hereby is Merichem Technologies, LLC.

SECOND. The address of the registered office of the Company in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801.

THIRD. The name and address of the registered agent for service of process on the Company in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801.

FOURTH. The Company shall have perpetual existence.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.



Meghan Dupre
Authorized Person

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

MERICHEM TECHNOLOGIES, LLC

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **C**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

5450 OLD SPANISH TRAIL

6 City, state, and ZIP code

HOUSTON, TEXAS 77023

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

9 3 - 4 4 2 2 1 0 6

Part II Certification

Under penalties of perjury, I certify that:

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

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 ► January 3, 2024

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.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

Town of Jupiter

Sole Source Provider Approval Form

Department

Utilities

Vendor

Merichem Company (V-5895) V-2479

Prior Year Expense (If any)

\$95,301.00

Expected Current year Expense

\$118,320

GL Account Number(s)

40050133-552007

Description of Goods or Services

Chemical for Reverse Osmosis (RO) odor control and water treatment

Explain this vendor should be considered sole source:

The Town uses the LO-CAT System for odor control and water treatment for the Water Plant's Reverse Osmosis system. Merichem is the sole proprietor of the LO-CAT system and associated LO-CAT chemicals. Merichem does not authorize any other company to manufacture, distribute, or resell these products; therefore, no other company can meet the Town's requirements.

Employee Submitting Request (print name)

Daniel Reid

Date

10/7/22

Signatures:

Department Director:

Date

10/12/22

Finance:

Date

10/13/2022

Town Managers Office:

Date

10/17/22



MERICHEM COMPANY

October 7, 2022

Daniel Reid
Town of Jupiter
PO BOX 8900
Jupiter, FL 33468-8900

RE: Supply of LOCAT Chemicals

Town of Jupiter,

The LoCat System is a proprietary process developed and licensed by Merichem Company.

All LoCat Chemicals supplied to Town of Jupiter are solely produced, made, manufactured by Merichem Company.

Merichem Company is the sole supplier of the LoCat Chemicals. We do not use distributors, resellers, or alternate suppliers for the sale of chemicals.

Chemicals Ordered by Town of Jupiter:

MC-530, MC-550, MC-560

For any questions or concerns, please email LTaylor@Merichem.com.

Thank you,

Linda Taylor

Inside Chemical Sales Manager - Domestic
713-428-5284

TOWN OF JUPITER

Approval of a Purchase Order to Merichem Company for FY2024 Reverse Osmosis Odor Control Treatment Chemicals



DATE	October 17, 2023
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Z. Barnes, Director of Utilities <i>AZB</i>
SUBJECT	Approval of a Purchase Order to Merichem Company for FY2024 Reverse Osmosis Odor Control Treatment Chemicals

EXECUTIVE SUMMARY

Staff requests approval of a purchase order to Merichem Company, in an amount of \$122,400 for fiscal year (FY) 2024, for the procurement of odor control chemicals for the reverse osmosis (RO) post treatment system. Merichem Company is the sole supplier of the LO-CAT system chemicals.

The Town of Jupiter's RO treatment plant utilizes chemicals for odor control of off-gas from the post treatment system. Hydrogen sulfide gas, which contains a rotten egg smell, exists naturally within the Floridan Aquifer ground water and passes through the membrane treatment system into the post treatment system, where it is stripped (off-gas) from the treated water. The hydrogen sulfide off-gas must be treated for proper disposal. Merichem MC-560 is the chemical used to separate the hydrogen sulfide gas molecules and convert it to elemental sulfur (a solid form) for disposal. MC-530 and MC-550 are anti-coagulant and anti-foam compounds that work in conjunction with MC-560 to prevent foaming and clotting issues within the odor scrubber system while protecting the physical equipment from corrosion and preventing premature wear.

Merichem is the sole proprietor of the LO-CAT odor control scrubber system and associated LO-CAT chemicals utilized by the Town since 1990. At the time the RO Plant was constructed, the LO-CAT system was deemed the most efficient and effective technology at the time to treat the sulfur loadings. Merichem does not authorize any other company to manufacture, distribute, or resell their products, therefore no other company can meet the requirements for supplying the chemicals. In accordance with the Town's Purchasing Policy sole source provider forms are valid for two years before they are required to be renewed. Merichem's sole source provider form was last updated in October 2022 and is attached for reference.

In FY23, the cost for the LO-CAT odor control chemicals (MC-530, MC-550, and MC-560) was \$755 per drum. Merichem has reported that their manufacturing costs including raw materials, freight, and labor have increased and as a result, the per drum cost is now \$870. Funding for procurement of these chemicals is available in the FY24 Water Plant Operating budget.

ANALYSIS

Merichem Company is the sole supplier of the chemicals required to operate the LO-CAT odor control system at the reverse osmosis water treatment plant. Approval of a purchase order to Merichem Company

in the amount of \$122,400 for fiscal year 2024 is requested to supply the LO-CAT system chemicals, at a unit price of \$870 per drum.

STRATEGIC PRIORITY

Fiscal Responsibility

ATTACHMENTS

- Sole Source Provider Approved Form with Merichem Company Letter
- Merichem Notification of Cost Increase

FUNDING SOURCE

X	Approved in Budget	\$122,400	Sources: FY2024 Water Plant Operating Budget
	Additional Funding Requested		Sources:

For more information or to request attachments, please contact Jennifer Mondone at jenniferm@jupiter.fl.us and/or 561-741-2469.

**SYNOPSIS
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, OCTOBER 17, 2023**

Mayor Kuretski called the meeting to order at 7:00 P.M.

Roll Call: Mayor Jim Kuretski; Vice-Mayor Ron Delaney; Councilor Cameron May; Councilor Malise Sundstrom; Town Manager Frank Kitzerow; Town Attorney Thomas J. Baird and Town Clerk Laura Cahill. Councilor Andy Fore was absent due to a prior commitment.

PROCLAMATION

1. Florida City Government Week – October 16 – 22, 2023.

CITIZEN COMMENTS- YES (11)

All Non-agenda items are limited to three (3) minutes. Anyone wishing to speak is asked to state his/her name and address for the record prior to addressing the Town Council. **Council will not discuss these items this evening. Any issues will be referred to Staff for investigation; a report will be forwarded to Council; and citizens will be contacted.**

MINUTES

2. October 3, 2023 Town Council Meeting Minutes.

Councilor Sundstrom moved to approve October 3, 2023 Town Council Meeting Minutes, as amended; seconded by Vice-Mayor Delaney; motion passed.

Kuretski
Yes

Delaney
Yes

May
Yes

Sundstrom
Yes

CONSENT AGENDA

All items listed in this portion of the agenda are considered routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilor or citizen so requests; in which event, the item will be removed and considered at the beginning of the regular agenda.

- Ms. Terri Grooms removed item 13.
- Ms. Linda McDermott removed item 6.
- Councilor May pulled item 13.

Vice-Mayor Delaney moved to approve the Consent Agenda, as amended; seconded by Councilor Sundstrom; motion passed.

Kuretski
Yes

Delaney
Yes

May
Yes

Sundstrom
Yes

CONSENT AGENDA

PUBLIC BUSINESS

3. **Resolution 22-23**, Approving a contract award to Heavy Civil Inc. for Cypress Drive Drainage Improvements Re-Bid (S2320A) in an amount of \$278,520.
4. **Resolution 98-23**, Approving two-year renewable contract award to Nu-Pipe for Stormwater infrastructure cleaning, inspection and rehabilitation services (S2339) with estimated budgets of \$270,000 for Year 1 and \$270,000 for Year 2, or a total of \$540,000 for the initial two-year term.
5. **Resolution 99-23**, Approving contract award to Amaya Solutions Inc. DBA American Water Chemicals for supplying Reverse Osmosis (RO) Antiscalant and Nanofiltration (NF) Antiscalant (W2405I) to the Town's Water Treatment Plant for fiscal year 2024, at a unit cost of \$1.08 per pound (including freight) for RO antiscalant and \$1.02 per pound (including freight) for NF antiscalant.
6. **Resolution 104-23**, Expresses support for the idea of asking voters in Palm Beach County to extend the current one-cent infrastructure sales surtax for infrastructure projects through and until December 31, 2036. **MOVED TO REGULAR AGENDA**
7. **Resolution 105-23**, Approving contract award to E & F Florida Enterprises, Inc. DBA Creative Contracting Group for EPW 2024-03, Jupiter Community Park tennis courts resurfacing and pickleball court conversions at Jupiter Community Park and Abacoa Community Park in an amount not to exceed \$339,300.
8. **Resolution 107-23**, Approving the temporary closings of state and/or county roads for the 2023 Holiday Boat Parade.
9. Approving a sole source purchase order to Merichem for Reverse Osmosis (RO) Odor Control and Water Treatment Chemicals (W2419) in an amount of \$122,400 for fiscal year (FY) 2024.
10. Approving the criteria and process for selecting art for the New Town Hall.
11. Approving a five-year contract award for to Axon Enterprises, Inc. for drone streaming and management software in the amount of \$53,433.
12. Approving the purchase order for 13 Ford Explorers for the Police Department vehicle replacement in the amount of \$564,284 under the Florida Sheriff's Association State Cooperative Contract No. FSA23-VEL31.0.
13. Approving purchase of two frontline fire engines, one reserve engine, one rescue engine, one aerial ladder, three frontline ambulances, and one reserve ambulance along with associated equipment in the amount of \$7,527,832 under the Florida Sheriff's Association State Cooperative Contract No. FSA23-VEF17.0. **MOVED TO REGULAR AGENDA**
14. Approving the use of State Forfeiture Funds for "Shop with a Cop" holiday event in the amount of \$3,000.

ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA

6. Resolution 104-23, Expresses support for the idea of asking voters in Palm Beach County to extend the current one-cent infrastructure sales surtax for infrastructure projects through and until December 31, 2036.

Vice-Mayor Delaney moved to approve Resolution 104-23; seconded by Councilor May; motion passed.

Kuretski
Yes

Delaney
Yes

May
Yes

Sundstrom
Yes

13. Approving purchase of two frontline fire engines, one reserve engine, one rescue engine, one aerial ladder, three frontline ambulances, and one reserve ambulance along with associated equipment in the amount of \$7,527,832 under the Florida Sheriff's Association State Cooperative Contract No. FSA23-VEF17.0.

Vice-Mayor Delaney moved to approve the purchase of two frontline fire engines, one reserve engine, one rescue engine, one aerial ladder, excluding the three frontline ambulances and one reserve ambulance, in the amount of \$5,603,888, seconded by Councilor Sundstrom; motion passed.

Kuretski
Yes

Delaney
Yes

May
No

Sundstrom
Yes

ROUNDTABLE

15. Discussion of the Strategic Priority "Development Approvals" to review the Planned Unit Development (PUD) waiver process, PUD public benefit, administrative approvals, and the application for rehearings two-year rule.

REPORTS

TOWN ATTORNEY- YES

TOWN MANAGER- YES

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS- YES

ADJOURNMENT- 9:04 P.M.

Chris McKenzie

From: Daniel Reid
Sent: Wednesday, July 10, 2024 9:33 AM
To: Chris McKenzie
Cc: Allyson Felsburg
Subject: FW: Town of Jupiter Tote price inquiry

Chris,

I think we should move forward with the totes due to the savings and easier disposal of containers. We typically receive a delivery of 20 barrels which is the equivalent of 1100 gallons. We would receive 4 totes instead which is the equivalent of 1320 gallons.

Respectfully,



Daniel Reid
Chief Plant Operator
Phone 561-741-2603 Mobile 561-398-2322
Email danielr@jupiter.fl.us
Web www.jupiter.fl.us
210 Military Trail, Jupiter, Florida 33458



From: Linda Taylor <ltaylor@merichemtech.com>
Sent: Tuesday, July 9, 2024 4:39 PM
To: Daniel Reid <DanielR@jupiter.fl.us>
Subject: RE: Town of Jupiter Tote price inquiry

Hello Sir,

Below is what I got back.

MC-560 pricing for Jupiter is:

- 55 gal drums = \$870/drum = \$1.74/pound
- 330 gallon totes = \$4,440/tote = \$1.48/pound

Thank you,

Linda Taylor

Inside Chemical Sales Manager - Domestic



5450 Old Spanish Trail
Houston, TX 77023

Tel: 713-428-5284 (Direct Line)
Email: LTaylor@merichemtech.com
www.merichemtech.com

**** MERICHEM OFFICES ARE CLOSED DUE TO HURRICANE BERYL. THANKS FOR YOUR PATIENTS. ****

From: Daniel Reid <DanielR@jupiter.fl.us>
Sent: Monday, July 8, 2024 12:39 PM
To: Linda Taylor <ltaylor@merichemtech.com>
Subject: Town of Jupiter Tote price inquiry

Good Afternoon Linda,

The Town of Jupiter is interested in acquiring totes instead of barrels due to storage and disposal constraints. May I have a price comparison for both?

Thank you,



Daniel Reid

Chief Plant Operator

Phone 561-741-2603 Mobile 561-398-2322

Email danielr@jupiter.fl.us

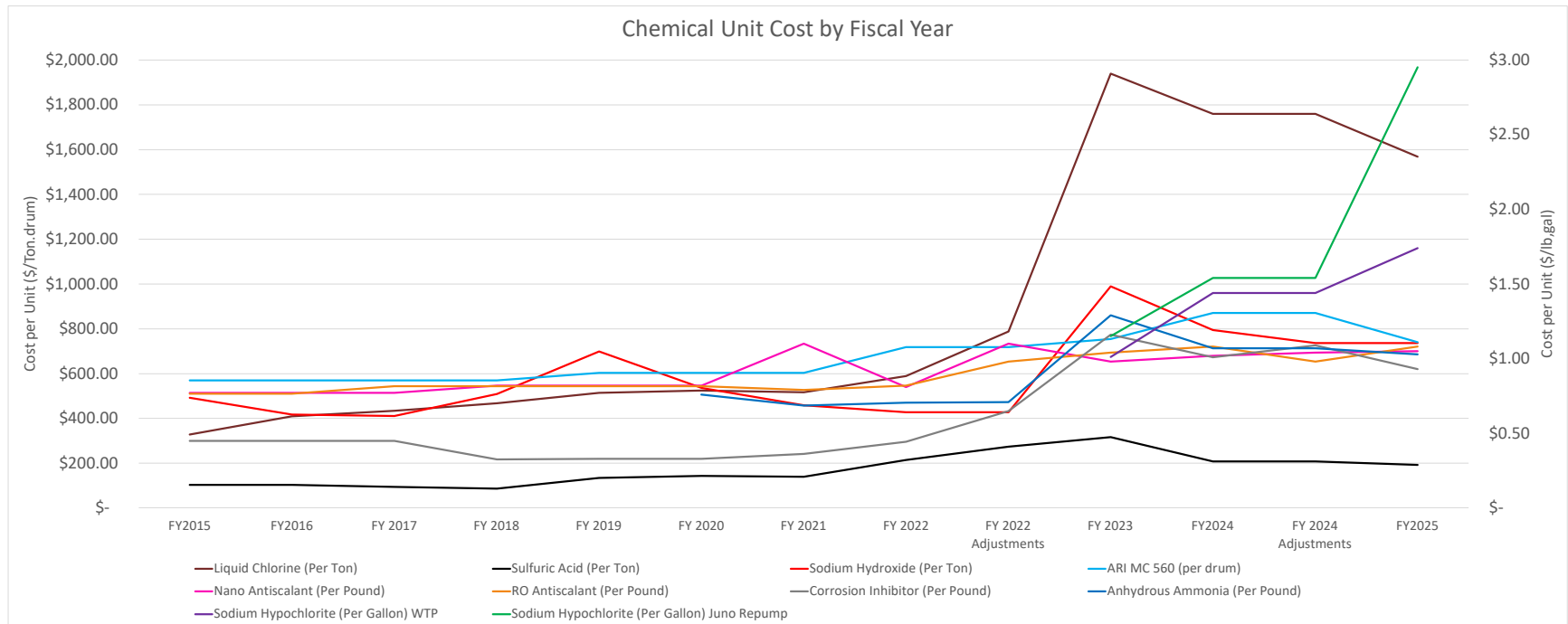
Web www.jupiter.fl.us

210 Military Trail, Jupiter, Florida 33458



PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Town of Jupiter officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Chemical	FY2015	FY2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2022 Adjustments	FY 2023	FY2024	FY 2024 Adjustments	FY2025	Variance FY24 to FY25 Bids	FY24 to FY25 % Change
Nano Antiscalant (Per Pound)	\$ 0.77	\$ 0.77	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 1.10	\$ 0.81	\$ 1.10	\$0.98	\$1.02	\$1.04	\$1.05	\$0.03	2.94%
RO Antiscalant (Per Pound)	\$ 0.77	\$ 0.77	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.79	\$ 0.82	\$ 0.98	\$1.04	\$1.08	\$0.98	\$1.08	\$0.00	0.00%
Liquid Chlorine (Per Ton)	\$ 327.00	\$ 410.00	\$ 434.00	\$ 467.93	\$ 514.06	\$ 524.00	\$ 517.00	\$ 589.30	\$ 787.71	\$ 1,939.00	\$ 1,759.50	\$ 1,759.50	\$ 1,569.20	(\$190.30)	-10.82%
Sulfuric Acid (Per Ton)	\$ 103.00	\$ 102.99	\$ 94.50	\$ 86.50	\$ 134.00	\$ 143.50	\$ 139.50	\$ 215.00	\$ 273.94	\$ 316.50	\$ 207.50	\$ 207.50	\$ 193.00	(\$14.50)	-6.99%
Sodium Hydroxide (Per Ton)	\$ 492.00	\$ 416.91	\$ 410.00	\$ 508.72	\$ 699.00	\$ 536.00	\$ 458.00	\$ 427.00	\$ 427.00	\$ 989.00	\$ 795.00	\$ 736.20	\$ 736.20	(\$58.80)	-7.40%
Corrosion Inhibitor (Per Pound)	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.33	\$ 0.33	\$ 0.33	\$ 0.36	\$ 0.44	\$ 0.65	\$ 1.16	\$ 1.01	\$ 1.09	\$ 0.93	(\$0.08)	-7.92%
Anhydrous Ammonia (Per Pound)						\$ 0.76	\$ 0.69	\$ 0.71	\$ 0.71	\$ 1.29	\$ 1.07	\$ 1.07	\$ 1.03	(\$0.04)	-3.74%
Sodium Hypochlorite (Per Gallon) WTP										\$ 1.01	\$ 1.44	\$ 1.44	\$ 1.74	\$0.30	20.83%
Sodium Hypochlorite (Per Gallon) Juno Repump										\$ 1.15	\$ 1.54	\$ 1.54	\$ 2.95	\$1.41	91.56%
ARI MC 560 (per drum)	\$569.00	\$569.00	\$569.00	\$569.00	\$603.00	\$ 603.00	\$ 603.00	\$ 719.00	\$ 719.00	\$ 755.00	\$ 870.00	\$ 870.00	\$ 740.00	\$ (130.00)	-14.94%



TOWN OF JUPITER
Annual License Renewal for Sentinel One Endpoint Protection and Response
Cybersecurity Platform



DATE	August 8, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Karl Craig, Information Systems Director
SUBJECT	Approving the Annual License Renewal for Sentinel One Endpoint Protection and Response Cybersecurity Platform in the amount of \$57,302.01.

EXECUTIVE SUMMARY

Town staff is requesting Town Council's approval to renew the annual maintenance of the licenses and support services for Sentinel One Endpoint Protection and Response Cybersecurity Platform. Annual licenses and support are purchased through the value-added reseller World Wide Technology, LLC using the Omnia Partners Technology Solutions Contract, R210407, in the amount of \$57,302.01.

Sentinel One's cybersecurity platform continues to provide secure and robust protection for each workstation and server within the Town's computer network environment with regard to identifying, isolating, and reducing the risk associated with malware, data theft, or other types of cyber-crime.

Sentinel One's Endpoint Protection and Response Cybersecurity platform is a key component of the Town's multifaceted cybersecurity resilience posture, which is intended to reduce the risk of cyber-attacks and promote rapid recovery.

ANALYSIS

Staff recommends the Town Council's approval to renew the annual maintenance of Sentinel One Endpoint Protection and Response Cybersecurity Platform through the local Value Added Reseller (VAR), World Wide Technology in the amount of \$57,302.01.

STRATEGIC PRIORITY

- Organizational Excellence

ATTACHMENTS

1. World Wide Technology, LLC Quote # 6927809.1
2. R210407 World Wide Tech Omnia Partners
3. Renewal Award of Contract # R210407

FUNDING SOURCE

Approved in Budget \$57,302.01

Sources: 00125213 546000

Additional Funding Requested \$

Sources:

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Karl Craig at
KarlC@jupiter.fl.us or 561-741-2221.



Sales Quotation

Quote # 6927809.1
 Quote Date JUN-18-2024
 Expiration Date AUG-09-2024
 Quote Name SENTINELONE Renewal 1yr
 OMNIA Partners Technology
 Solutions
 Contract OMNIA / R210407
 Exp Date: 05/31/2025

Submitted By

ISR Beth Spina
 (646) 264-2484
 Beth.Spina@wwt.com
 AM Cynthia Zeller
 Cynthia.Zeller@wwt.com

Submitted To

Town of Jupiter Florida
 Karl Craig
 561-7469-5134
 karlc@jupiter.fl.us

Issue PO To

World Wide Technology, LLC.
 1 World Wide Way
 Saint Louis, MO 63146 US

LINE #	MANUFACTURER PART #	MANUFACTURER	QTY	CUST. PRICE	EXT. PRICE
1	S1-CMP-EN-T3-S	SENTINELONE, INC.	472	\$59.23	\$27,956.56
	Description: Complete Protection Platform (Per Workstation). EPP + EDR, with NGAV (AI), Rogues IoT, Firewall Control, Device Control, Remote Shell, EDR Hunting and Investigation and up to 100 concurrent STAR Rules, Standard Support Plan Start Date: 08/11/2024 End Date: 08/10/2025				
2	S1-CMP-EN-T3-S	SENTINELONE, INC.	75	\$59.23	\$4,442.25
	Description: Complete Protection Platform (Per Workstation). EPP + EDR, with NGAV (AI), Rogues IoT, Firewall Control, Device Control, Remote Shell, Deep Visibility and up to 100 concurrent STAR Rules, Standard Support Plan, SLED, 1 Yr, 501-1K Workstation Start Date: 08/11/2024 End Date: 08/10/2025				
3	S1-CMP-CW-T3-S	SENTINELONE, INC.	95	\$62.05	\$5,894.75
	Description: Complete Cloud Workload Security (Per Server). EPP + EDR, with NGAV (AI), Rogues IoT, Firewall Control, Device Control, Remote Shell, EDR Hunting and Investigation and up to 100 concurrent STAR Rules, Standard Support Plan Start Date: 08/11/2024 End Date: 08/10/2025				
4	S1-CMP-CW-T3-S	SENTINELONE, INC.	7	\$63.34	\$443.38
	Description: Complete Cloud Workload Security (Per Server). EPP + EDR, with NGAV (AI), Rogues IoT, Firewall Control, Device Control, Remote Shell, EDR Hunting and Investigation and up to 100 concurrent STAR Rules, Standard Support Plan Start Date: 08/11/2024 End Date: 08/10/2025				
5	SP-RGR-ND-T3-S	SENTINELONE, INC.	472	\$27.81	\$13,126.32
	Description: Ranger Protection Platform- Enterprisewide Discovery of IT/IoT, Attack Surface Reduction, Peer-to-Peer Deployment Capability for SentinelOne Agents Start Date: 08/11/2024 End Date: 08/10/2025				
6	SP-RGR-ND-T3-S	SENTINELONE, INC.	177	\$27.81	\$4,922.37
	Description: Ranger Protection Platform- Enterprise-wide Discovery of IT/IoT, Attack Surface Reduction, Peer-to-Peer Deployment Capability for SentinelOne Agents, SLED, 1 Yr, 501-1K Seats Start Date: 08/11/2024 End Date: 08/10/2025				
7	PF-PLT-FF-T1-S	SENTINELONE, INC.	1	\$516.38	\$516.38
	Description: Singularity XDR Platform. Access to the Singularity XDR Platform, includes initial XDR Ingest Start Date: 08/11/2024 End Date: 08/10/2025				

TOTALS	
Subtotal	\$57,302.01
Estimated Shipping	\$0.00
Estimated Tax	\$0.00
Total Price	\$57,302.01

This quote is WWT Confidential Information.

Seller provides all products and original manufacturer services to Buyer only in accordance with any applicable original manufacturer terms and conditions within the applicable end user license agreement, terms of service, or similar legal instrument.

Unless expressly stated herein, price quotes are valid for 30 days and are subject to change thereafter.

Due to recent trade tensions between the US and China, increasing tariffs have been levied on goods manufactured in each country that are imported into the other. As a result, prices quoted are subject to adjustment for changes in the tariff rates.

Unless expressly stated herein, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products.

Products may only be returned in accordance with the original manufacturer's RMA policy.

Items returned after 30 days of receipt may not be returnable due to vendor restrictions.

All delivery dates are approximate and not guaranteed.

Products will be shipped in accordance with FCA WWT's shipping point (Incoterms 2010), unless otherwise stated herein or agreed to by both parties in writing in a contract. Title and risk of loss will transfer to Buyer at WWT's shipping point.

Payment terms are net 30, unless otherwise agreed to by both parties in writing.

All products and services are provided to Buyer in accordance with Seller's terms of sale at <https://www.wwt.com/TermsAndConditions/TermsAndConditions.doc> ; provided that, if Buyer has a master agreement in place with WWT, the master agreement will apply in lieu thereof.

State Fees include Electronic Waste Fees specific to each state that fund recycling programs for Electronic Waste such as computers, monitors, televisions, audio equipment, printers, and other electronic devices as required by law. CA charges an Electronic Waste Fee for Monitor disposal.

As you may be aware, global supply chains across all industries are facing uncertain impacts from the Coronavirus. WWT is monitoring the situation closely and is in constant contact with our suppliers and partners so that quoted lead times are as accurate as possible. Due to the quickly evolving nature of this situation, please be advised that it is possible that quoted lead times and delivery dates may change with little or no notice. WWT will continue to work with customers and suppliers/partners to evaluate options to minimize any impact.

Within the 30 day quote validity period WWT reserves the right to revise the quote due to exchange rate fluctuations.

<https://www.sentinelone.com/legal/master-subscription-agreement/>

Region 4 ESC
Contract # R210407
for
Technology Solutions, Products, and Services
with

World Wide Technology

Effective: June 1, 2021

The following documents comprise the executed contract between the Region 4 Education Service Center and World Wide Technology, effective June 1, 2021:

- I. Appendix A; Supplier Contract
- II. Offer & Contract Signature Form
- III. Supplier's Response to the RFP, incorporated by reference



Receipt of Addendum No. 1 Acknowledgement

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name World Wide Technology, LLC

Contact Person Gregg Brush

Signature 

Date January 19, 2021

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

**TAB 1 – Contract and Offer and Contract Signature
Form
Appendix A**



APPENDIX A

CONTRACT

This Contract ("Contract") is made as of April 27, 2021 by and between World Wide Technology ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Technology Solutions, Products and Services (the products and services).

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal ("RFP") Number 21-04, to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, ~~canceled~~ or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, ~~responsibilities~~ and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

CONTRACT

1



- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

CONTRACT
2

- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ~~ten~~ thirty (30) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, ~~data~~ and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor materially fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately upon thirty (30) days written notice and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, ~~models~~ and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; outbreaks, quarantines, epidemics or pandemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of

CONTRACT

3



strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30-60 business days after the other party receives the notice of cancellation. After the 30th-60th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification

CONTRACT

4



letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Contractor is a reseller of third-party products and services and sells pursuant to the manufacturer's terms, conditions, and by way of a pre-negotiated discount ("Discount") to the manufacturer's suggested retail price ("MSRP"). Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time limit. Contractor shall offer Region 4 ESC any published price reduction Discount during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Upon thirty (30) days written notice, Region 4 ESC shall have the authority to conduct random annual audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

CONTRACT

5



- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty Contractor will pass through to Region 4 ESC any warranty extended to Contractor by the manufacturer. Contractor further warrants that the deliverables provided by Contractor professional services will be of the kind and quality designated in an applicable Statement of Work ("SOW") and that the Contractor professional services will be performed in a professional and workmanlike manner. EXCEPT AS SET FORTH HEREIN OR IN AN APPLICABLE SOW, THE FOREGOING ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY CONTRACTOR AND ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CONTRACTOR DOES NOT WARRANT THE RESULT OF ANY PROFESSIONAL SERVICE OR THAT THE PROFESSIONAL SERVICE WILL MEET REGION 4 ESC'S REQUIREMENTS OR THAT ANY DELIVERABLE BE ERROR-FREE and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

CONTRACT
6



- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from any third party claims of death, personal injury or property damage resulting from the actions-gross negligence or willful misconduct of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas. In no event shall Contractor's aggregate liability to Region 4 ESC under this Agreement or in any Statement of Work or Purchase Order issued hereunder exceed the total amount paid by Region 4 ESC to Contractor for the products or services giving rise to the claim. SUBJECT TO THE FOREGOING LIMITATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANY PERSON FOR LOST BUSINESS OR LOST PROFITS OR ANY INDIRECT,

CONTRACT

7



INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES,
HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN ADVISED OF
THE POSSIBILITY OF SUCH DAMAGES.

- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

CONTRACT
8



Offer and Contract Signature Form (Appendix A)

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name World Wide Technology

Address 1 World Wide Way

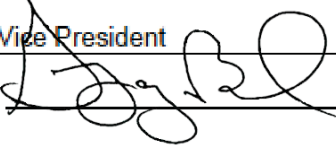
City/State/Zip St. Louis, MO 63146

Telephone No. 314-374-0601

Email Address greg.brush@wwt.com

Printed Name Gregory Brush

Title Vice President

Authorized signature 

Accepted by Region 4 ESC:

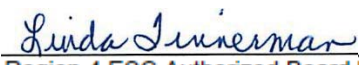
Contract No. R210407

Initial Contract Term June 1, 2021 to May 31, 2024


Region 4 ESC Authorized Board Member

4/27/2021
Date

Margaret S. Bass
Print Name


Region 4 ESC Authorized Board Member

4/27/2021
Date

Linda Tinnerman
Print Name

Appendix B – Terms and Conditions Acceptance Form

APPENDIX B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
APPENDIX A DRAFT CONTRACT Page 16	11) TERMINATION OF CONTRACT, a) Cancellation for Non-Performance or Contractor Deficiency	Upon receipt of a written deficiency notice, Contractor shall have thirty (30) days to provide a satisfactory response to Region 4 ESC.	Accepted
APPENDIX A DRAFT CONTRACT Page 17	11) TERMINATION OF CONTRACT, b) Termination for Cause	If, for any reason, Contractor materially fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract upon thirty (30) days written notice and pursue all other applicable remedies afforded by law.	Accepted
APPENDIX A DRAFT CONTRACT Page 17	11) TERMINATION OF CONTRACT, d) Force Majeure	The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United	Accepted



Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		States or the State of Texas or any civil or military authority; insurrections; riots; outbreaks, quarantines, epidemics or pandemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.	
APPENDIX A DRAFT CONTRACT Page 17	11) TERMINATION OF CONTRACT, e) Standard Cancellation	Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 60 business days after the other party receives the notice of cancellation. After the 60th business day all work will cease following completion of final purchase order.	Accepted
APPENDIX A DRAFT CONTRACT Page 18	17) Price Adjustments	Contractor is a reseller of third-party products and services and sells pursuant to the manufacturer's terms, conditions, and by way of a pre-negotiated discount ("Discount") to the manufacturer's suggested retail price ("MSRP"). Contractor shall offer Region 4 ESC any published Discount during the Contract term.	Accepted
APPENDIX A DRAFT CONTRACT Page 18	18) Audit Rights	Upon thirty (30) days written notice, Region 4 ESC shall have the authority to conduct random annual audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense.	Accepted
APPENDIX A DRAFT CONTRACT Page 18	22) Warranty Conditions	All supplies, equipment and services shall include manufacturer's minimum standard warranty. Contractor will pass through to Region 4 ESC any warranty extended to Contractor by the manufacturer. Contractor further warrants that the deliverables provided by Contractor professional services will be of the kind and quality designated in an applicable Statement of Work ("SOW") and that the Contractor professional services will be performed in a professional and	Accepted



Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		workmanlike manner. EXCEPT AS SET FORTH HEREIN OR IN AN APPLICABLE SOW, THE FOREGOING ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY CONTRACTOR AND ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CONTRACTOR DOES NOT WARRANT THE RESULT OF ANY PROFESSIONAL SERVICE OR THAT THE PROFESSIONAL SERVICE WILL MEET REGION 4 ESC'S REQUIREMENTS OR THAT ANY DELIVERABLE BE ERROR-FREE.	
APPENDIX A DRAFT CONTRACT Page 20	30) Indemnity	Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from any third party claims of death, personal injury or property damage resulting from the gross negligence or willful misconduct of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas. In no event shall Contractor's aggregate liability to Region 4 ESC under this Agreement or in any Statement of Work or Purchase Order issued hereunder exceed the total amount paid by Region 4 ESC to Contractor for the products or services giving rise to the claim. SUBJECT TO THE FOREGOING LIMITATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANY PERSON FOR LOST BUSINESS OR LOST PROFITS OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.	Accepted

TAB 2 – Products/Pricing





2.0 Products/Pricing

A. Product Price List

- i. *Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.*

WWT is offering a variety of Manufacturers which fall into the 6 Categories posed in the RFP, 1. Computer Systems, 2. Monitors, 3. Network Equipment, 4. Services, 5. Peripherals, 6. Software and Licensing. We have displayed the pricing by OEM and product category in the below listed chart. Additionally, as a Value-Add WWT is offering all other OEM's available at a 2% Discount off List.

WWT will be offering the following product and services pricing, which is a fixed discount percentage off Manufacturers List prices (MSRP).

Palo Alto Networks	Discount off List
Hardware	20%
Subscriptions	15%
Support	10%
RedLock, Twistlock & Demisto	5%
Labor / Professional Services	0%
Cisco	Discount off List
Hardware and Software (on premise)	35%
Cloud Services	10%
Service Packages (i.e., Maintenance, etc.)	10%
Training	0%
Non-SOW Cisco Services (i.e. Advanced, etc.)	0%
Netapp	Discount off List
Hardware	16.50%
Services/Subscriptions	16.50%



Pure Storage	Discount off List
Hardware	41%
Services/Subscriptions	13%
Planar	Discount off List
LED Video Wall	10%
LCD Video Wall	10%
Large Format	10%
Transparent OLED	10%
Desktop & Touch	5%
Rear Projection Wall Video	10%
Media Player	10%
Software Players	10%
IR Prognosis	Discount off List
Subscription Software	15%
Services	0%
Stress Test Services	5%
ISI	Discount off List
Subscription 1 yr	10%
Subscription 3 yr	12%
Subscription 5 yr	14%
Cinnemassive	Discount off List
Core Product	5%
Core Services	5%
Additional OEM's	Discount off List
All other OEM's available from WWT	2%



Additionally, WWT is offering the following categories for Professional and Integration Services. WWT reserves the right to review and evaluate labor and integration rates on an annual basis for price adjustments.

WWT NAIC Rates for Staging, Configuration, Imaging, Asset tagging and Testing	
Service	Per Device Cost
NAIC Integration Base charge for Laptop, PC, Tablets (Up to first 20 devices)	\$127.45
NAIC Integration Add-On charge for Laptop, PC, Tablets (additional devices when purchased with the first 20)	\$43.55
NAIC Integration Base charge for Smart Devices (Access Point, IP Phone, Smartphone, Printer, IOT) (Up to first 20 devices)	\$110.30
NAIC Integration Add-on charge for Smart Devices (Access Point, IP Phone, Smartphone, Printer, IOT) (additional devices when purchased with the first 20)	\$26.45
NAIC Integration Base charge for UPS, Router, Switch, Server, Appliance, Storage Up to 9RU per Device (Up to first 10 devices)	\$366.40
NAIC Integration Add-on charge for UPS, Router, Switch, Server, Appliance, Storage Up to 9RU per Device (additional devices when purchased with the first 10)	\$198.80
NAIC Integration Base charge for UPS, Router, Switch, Server, Appliance, Storage 10RU+ per Device (Up to first 5 devices)	\$627.00
NAIC Integration Add-on charge for UPS, Router, Switch, Server, Appliance, Storage 10RU+ per Device (additional devices when purchased with the first 5)	\$291.60

Please note that the Professional Services hourly rates provided below are based on not to exceed and additional discounts maybe available based on duration and other factors.

WWT NTE Labor Rates		
Category	Role	Hourly Rate
Architect	Solution Architect - All Technologies	\$284.00
Network	Network Engineer	\$197.00
	Network Engineer > 6 months FTE	\$148.00
	Sr. Network Engineer	\$264.00
	Sr. Network Engineer > 6 months FTE	\$199.00



WWT NTE Labor Rates		
Category	Role	Hourly Rate
Cloud	Cloud Engineer	\$195.00
	Cloud Platform Architect	\$234.00
	Cloud Application Architect	\$217.00
Data Center	Data Center Engineer	\$197.00
	Data Center Engineer > 6 months FTE	\$148.00
	Sr. Data Center Engineer	\$257.00
	Sr. Data Center Engineer > 6 months FTE	\$194.00
EUC	End User Computing Engineer	\$166.00
	End User Computing Engineer > 6 months FTE	\$142.00
	Sr. End User Computing Engineer	\$201.00
	Sr. End User Computing Engineer > 6 months FTE	\$173.00
Security	Security Engineer	\$204.00
	Security Engineer > 6 months FTE	\$157.00
	Sr. Security Engineer	\$268.00
	Sr. Security Engineer > 6 months FTE	\$202.00
	Security Consultant	\$265.00
	Principal Security Consultant	\$339.00
Wireless	Wireless Engineer	\$204.00
	Wireless Engineer > 6 months FTE	\$154.00
	Sr. Wireless Engineer	\$236.00
	Sr. Wireless Engineer > 6 months FTE	\$178.00
Voice	Unified Communications Engineer	\$204.00

WWT NTE Labor Rates		
Category	Role	Hourly Rate
	Unified Communications Engineer > 6 months FTE	\$154.00
	Sr. Unified Communications Engineer	\$261.00
	Sr. Unified Communications Engineer > 6 months FTE	\$197.00
	Sr. Contact Center Engineer	\$300.00
	Sr. Contact Center Engineer > 6 months FTE	\$226.00
PMO	Program Manager	\$273.00
	Program Manager > 6 months FTE	\$210.00
	Project Manager	\$229.00
	Project Manager > 6 months FTE	\$176.00
	Project Coordinator	\$111.00
	Project Coordinator > 6 months FTE	\$86.00
Technology & Business Advisory	Technology Advisory Services - Enterprise Architect	\$302.00
	Technology Advisory Services - Consultant	\$211.00
	Technology Advisory Services - Lead Consultant	\$299.00
	Technology Advisory Services - Principal Consultant	\$316.00
	Business Analytics Advisor - Consultant	\$190.00
	Business Analytics Advisor - Data Scientist	\$160.00
	Business Analytics Advisor - Sr Consultant	\$278.00
	Chief Technology Advisor	\$350.00
Digital Strategy	Digital Strategy - Digital Client Director	\$270.00
	Digital Strategy - Strategist	\$294.00
	Digital Strategy - Technologist	\$213.00



WWT NTE Labor Rates		
Category	Role	Hourly Rate
	Digital Strategy - UX Creative Consultant	\$119.00
	Digital Strategy - UX Creative Directory	\$203.00
Training & Adoption Services	Trainer	\$117.00
	Sr. Trainer	\$237.00
Layer 1	Layer 1 Technician	\$135.00
Application Development	Agile Business Analyst	\$170.00
	Agile Coach	\$306.00
	Agile Delivery Manager	\$327.00
	Agile Delivery Lead	\$254.00
	Agile Delivery Staff	\$88.00
	Agile Software Engineer	\$207.00
	Agile UX Consultant	\$154.00
	Agile UX Frontend Engineer	\$167.00
	Agile UX Mentor	\$229.00
	Agile QA Analyst	\$142.00
	Agile QA Engineer	\$160.00
	Agile Product Owner	\$255.00



B. Electronic Catalog

ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- **Manufacturer part #**
- **Offeror's Part # (if different from manufacturer part #)**
- **Description**
- **Manufacturers Suggested List Price and Net Price**
- **Net price to Region 4 ESC (including freight)**

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

WWT is offering this following OEMs with the included price files.

- Palo Alto
- Cisco
- Netapp
- Pure Storage
- Planar
- IR Prognosis
- ISI
- Cinnemassive

C. Pricing Availability

iii. Is pricing available for all products and services?

WWT is providing pricing as a percentage off MSRP for all OEM products and services listed in section 2.0 Products/Pricing. Additionally, WWT is offering OMNIA Partners pricing for all manufacturers we have access to resell via our OEM partners and Distribution channels.

D. Lease/Rental Options

iv. Describe lease/rental options available including financing information

WWT offers competitive leasing options with reasonable end-of-lease terms and conditions providing the flexibility to efficiently acquire, update and replace equipment. These options enhance customer business value by bridging the gap between technology requirements and fiscal planning.

World Wide Technology Financial Services provides our largest enterprise and public sector customers with customized payment structures based on their current business strategies and future visions. Our programs include payment plans for hardware, Enterprise License Agreements (EAs), software, services and maintenance. We take into consideration cash flow, annual budget availability and in-production timelines. We partner with large strategic OEM funding partners, banks and independent partners.



Program Basis:

- Funding Commencement based upon capital outlay vs. budget/revenue realized
- Terms: 24 months to 60 months
- Payment Terms: monthly, quarterly or annually
- Transaction Size: \$250K to \$300M
- Available Structures: Capital, FMV-Refresh, Delayed Payment Start Dates and Step Payments
- Reorganization of Capital: Payment Options for Pre-Purchased IT hardware, maintenance and EAs
- Simplified Documentation
- WWT coordinates all aspects of the transactions

E. Shipping Charges

v. Describe any shipping charges.

Shipping point is FOB Destination, except for Hawaii and Alaska, which is Origin. Shipping charges will also be added for expedited shipping.

F. Pricing Warranties

vi. Provide pricing for warranties on all products and services.

All supplies, equipment and services shall include manufacturer's minimum standard warranty. Contractor will pass through to Region 4 ESC and OMNIA Partners any warranty extended to Contractor by the manufacturer. Contractor further warrants that the deliverables provided by Contractor professional services will be of the kind and quality designated in an applicable Statement of Work ("SOW") and that the Contractor professional services will be performed in a professional and workmanlike manner. Except as set forth herein or in an applicable SOW, the foregoing are the sole and exclusive warranties given by contractor and are in lieu of and exclude all other express or implied warranties or conditions arising by operation of law or otherwise, including without limitation, warranties of merchantability, fitness for a particular purpose, and non-infringement. Contractor does not warrant the result of any professional service or that the professional service will meet Region 4 ESC's requirements or that any deliverable be error-free.

G. Return and Restocking Fees

vii. Describe any return and restocking fees.

Products may only be returned or cancelled in accordance with the applicable manufacturer's return policy. Out of Policy requests are subject to acceptance by OEM and a restocking fee may apply. In the event of approval of a return request, (i) any allowed outgoing prepaid freight costs will apply, (ii) all returns must be shipped freight prepaid at Customer's expense, and (iii) Customer must pay WWT's return charge. Customer may cancel orders only upon reasonable advance written notice and upon WWT's approval and payment to WWT of WWT's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by WWT and a reasonable profit thereon. WWT's determination of such cancellation charges shall be conclusive.



H. Additional Discounts or Rebates

viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

WWT will strive to offer additional quantity or volume discounts on various manufacturers. We will work with procurement officers as well on specific large projects based on the details, customization and potential for discounted pricing based on large volume. Payment Methods and Contract Pricing

ix. Describe how customers verify they are receiving Contract pricing. Describe payment methods offered.

Each quote provided to customer will include the assigned Omnia contract number listed. Each quote will also be validated by a dedicated Inside Sales Representative to confirm pricing is current, accurate, and compliant with the contract.

An example of this process is provided below of how the contract will be set up in ORCHA our internal quote system.

WWT will accept payments via Purchase order or credit card.

Order Orchestrator

CREATE NEW Cancel

Quote Order

Global Support Request

Tech Services Request

International NO

Site Deployment NO

Profile *

Commercial

Contract Family

NASPO/Direct

Contract State

MO - Missouri

Contract OEMs

Q

CISCO SYSTEMS (CISCOPRO)

Contract Name *

Cisco AR3227 / MO

Create Quote

Contract #

[View Reference Guide](#)

Cisco AR3227 / MO - AR3227-MO

Each customer's quote will reference the contract number as shown below.

**Sales Quotation**

Quote # 5496507.3
Quote Date JAN-10-2021
Expiration Date FEB-09-2021
Quote Name Hazelwood E-Rate - Network Refresh - HW East HS
Contract Cisco AR3227 / MO
Exp Date: 09/30/2024

Submitted By

ISR Michelle E. Cook
(314) 919-1446
Shelley.Cook@wwt.com

Our quote output will show the discount provided at the line-item level per manufacturer on a contract quote.

LINE #	MANUFACTURER PART #	MANUFACTURER	QTY	LIST PRICE	DISC %	CUST. PRICE	EXT. PRICE
1	C9120AXI-B-EDU	CISCO SYSTEMS (CISCOPRO)	134	\$1,700.93	66.12%	\$576.30	\$77,224.20
	Description: Cisco Catalyst 9120AX Series - EDU						
2	NETWORK-PNP-LIC	CISCO SYSTEMS (CISCOPRO)	134	\$0.00	0.00%	\$0.00	\$0.00
	Description: Network Plug-n-Play Connect for zero-touch device deployment						
3	AIR-AP-T-RAIL-R	CISCO SYSTEMS (CISCOPRO)	134	\$0.00	0.00%	\$0.00	\$0.00
	Description: Ceiling Grid Clip for APs & Cellular Gateways-Recessed						
4	SW9120AX-CAPWAP-K9	CISCO SYSTEMS (CISCOPRO)	134	\$0.00	0.00%	\$0.00	\$0.00
	Description: Capwap software for Catalyst 9120AX						

I. Frequency of Updates to Pricing Structure

- x. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.**

WWT proposes a catalog contract with discounts by product category that we will hold firm for the term of the contract. Upon request for quote under the contract, we will meet the minimum discounts and provide additional discounts as appropriate. We will follow a technology refresh process to add new product categories and new proposed minimum discounts to the catalog.

J. Future Product Introductions

- xi. Describe how future product introductions will be priced and align with Contract pricing proposed.**

WWT will align pricing for any new product introductions in comparison to the established pricing structure per category type. If new product categories are created that are not in the current category pricing structure, WWT will work with Region 4 ESC and OMNIA Partners and the manufacturers to determine a category discount that follows the current price structure and will continue to be the same or better than pricing offered to other Public Agencies.



K. Additional Information

xii. Provide any additional information relevant to this section.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

WWT agrees to provide Not to Exceed pricing to Region 4 ESC for the term of this OMNIA partners contract. Pricing will not be fixed and will not be cost plus pricing.

TAB 3 – Performance Capability

Appendix D, Exhibit A – Response for National Cooperative Contract

APPENDIX D



REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT TO BE ADMINISTERED BY OMNIA PARTNERS

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Exhibit F – FEDERAL FUNDS CERTIFICATIONS

Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

3.0 Appendix D – Supplier Response

3.1 Company Information

A. Brief History and Description

A. Brief history and description of Supplier to include experience providing similar products and services.

Founded in 1990, as a Minority Owned Business, World Wide Technology (WWT) has grown from a small product reseller into a global systems integrator with \$13 billion in annual revenue and more than 6,000 employees throughout the world. WWT brings an innovative and proven approach to how organizations explore, evaluate, architect and implement multi-vendor solutions. With limited resources and the continuous evolution of technology, organizations' IT staff members are often constrained to evaluating one-off, emerging technology products. WWT recognized this problem and built an IT innovation ecosystem to eliminate the pain of evaluating new technology and help our customers reach their desired outcomes.

For more than 30 years, we have educated companies on how technology can drive efficiency and scale within their organizations. Our early experience with architecting complex infrastructure solutions established credibility within organizations, but it was our willingness to look beyond the technology and drive to an organization's desired business outcomes that solidified WWT as a trusted consultative partner. This shift has resulted in WWT taking the lead on transformation initiatives for numerous Fortune 500 companies and government entities.

Below is an outline of WWT's full services portfolio.



SERVICES PORTFOLIO

MORE THAN A JOB EXPERT • BUSINESS AND TECHNOLOGY • STRATEGY AND EXECUTION

Consulting	Digital	Application	Lab	Infrastructure	Supply Chain	EA / ELA Optimization	Strategic Resourcing
Analytics Digital Enterprise Architecture Multicloud Security	AI Customer Experience Data Analytics Digital Business Consulting IoT/Industry Verticals Workforce Experience	Agile Coaching & Mentoring Agile Development Cloud-native App Services DevOps Software Staffing	Advanced Technology Center Lab as a Service Multi-OEM \$600m Infra On-demand Environments Proofs Of Concept Testing	5G Collaboration Data Center Multicloud Mobile Edge Compute Network Security	Material Planning Staging and Integration Just-in-time Delivery Order Management Complete Program Outsource	Adoption Services EA Consulting License Consulting Program Optimization Subscription Services	Application Dev & Dev Ops Multi-cloud Program Staffing Security, optical, Mobility Short-term Project & Long-term Program SP IT Core Functions SP Network & Installations

World Wide Technology

POWERED BY ATC AND GLOBAL COMMAND CENTER

#SiliconValleyinSTL



Our Principal Capabilities

Core Partnerships

Region 4 ESC and OMNIA Partners will benefit from WWT's partnerships with the world's leading technology manufacturers and maintain the highest levels of certification to offer customers hardware and software solutions that drive and improve their business. These manufacturers can be evaluated in our Advanced Technology Center (ATC) and range from Silicon Valley heavyweights like Cisco, VMware, NetApp, Dell EMC, HPE and several others, to emerging technology players like Tanium and Dedrone. Individually these companies are impressive, but when integrated with WWT, we create game-changing solutions for Region 4 ESC and OMNIA partners.

Our top OEM partners are listed below:



Core Technology

Networking

Never before has the customer's network been so closely tied to a company's business outcomes. Employees and customers must be able to securely and seamlessly access applications and data—anytime, anywhere, regardless of where those applications and data live. WWT takes a holistic approach to networking that simplifies the complex, maximizes IT investment which will help Region 4 ESC and OMNIA Partners thrive in environments that demand constant connection. This focus area includes:

- Application Delivery Controllers
- Campus and LAN Switching
- Cloud Networking
- Data-center Networking
- Software-defined WAN (SD-WAN)
- Wireless Access and Mobility

Data Center



The data center concept is undergoing radical transformation. Exponential data growth and the need to process and deliver larger volumes of data across organizations requires a new approach. Region 4 ESC and OMNIA Partners can benefit from smarter solutions for optimizing on-premise workloads and scaling infrastructure while reducing their data-center footprint and simplifying IT operations. This focus area includes:

- Cloud Data Management
- Converged Infrastructure
- Hyper-converged Infrastructure (HCI)
- Primary Storage
- Secondary Storage
- Server Infrastructure

Automation and Orchestration

IT operations, development and cloud teams need a better way to work together. Automation and orchestration can help teams overcome the roadblocks that lead to inefficient service delivery. Region 4 ESC and OMNIA Partners are able to eradicate human error, achieve new levels of efficiency and reclaim time for innovation. This focus area includes:

- Application Performance Monitoring and Artificial Intelligence for IT Operations (AIOps)
- Cloud Management
- Infrastructure Automation

Digital Strategy

Through digital strategy, Region 4 ESC and OMNIA Partners can differentiate and transform their business with software that produces improved user experiences, attracts new clients and increase customer value. Region 4 ESC and OMNIA Partners can adopt a more data-driven culture that uses robust data sets to inform decision making, resulting in a more agile organization that swiftly maneuvers to meet market demand. This helps organizations to seamlessly integrate data and insights into new business policies and processes to enhance productivity and security. This focus area includes:

- Data Analytics and Artificial Intelligence (AI)
- Internet of Things (IoT)
- Software-delivery Processes
- Software Engineering

Digital Workplace

As Region 4 ESC and OMNIA Partners create work experiences that are connected, collaborative and productive, WWT is ready to assist. Supporting today's always-on and highly mobile workforce means more than just equipping employees with desktops, laptops and mobile devices configured with the latest software and tools. To create sustainable improvements in workforce productivity, organizations must



invest in modern workspaces, enable next-generation meeting capabilities, understand and support agility, and aspire to a vision of collaborative and secure teamwork. This focus area includes:

- Contact Center
- Desktop Migration
- End-user Computing
- Next-generation Meetings
- Unified Communication and Collaboration

Multicloud Architecture

Realizing near- and long-term value from Multicloud solutions requires a combination of strategy, agile software development and implementation services that span private, hybrid and public cloud environments. WWT will help Region 4 ESC and OMNIA Partners safely migrate and modernize critical workloads and data centers at any stage of their cloud transformation journey. This focus area includes:

- Cloud Services Strategy
- DevOps
- Hybrid Cloud Platforms

Security Transformation

WWT will enable Region 4 ESC and OMNIA Partners protect their reputation, business assets and intellectual property with a holistic security approach. You will have the ability to connect business goals and objectives to technical solutions, mature your security posture to prepare for new and existing threats, and achieve more effective outcomes while aligning with overall enterprise-architecture efforts. This focus area includes:

- Cloud Security
- Endpoint Security Architecture
- Enterprise Segmentation
- Identity and Access Management
- Next-generation Firewall Platforms
- Security Architecture

Core Services

WWT leverages the Idea-to-Outcome methodology to deliver services. The central premise is to establish an environment that allows Region 4 ESC and OMNIA Partners to push themselves past the status quo and disrupt their legacy way of doing business. WWT first helps stakeholders to articulate their ideas, then refines the scope to a viable solution, and finally creates a business and technology roadmap to quickly deliver the desired results and fully optimize the investment.



This is WWT's unique value—the ability to lead organizations through the planning and execution phases of their transformation.

WWT has aligned our services offerings with our core technology disciplines. Using our proprietary tools and methodology, we deliver high-quality technology solutions with seasoned professionals who have years of field experience and hold the top certifications from major OEMs. Our professionals will consult with Region 4 ESC and OMNIA Partners, perform assessment and design work, develop and deploy complex solutions, and work with Region 4 ESC and OMNIA Partners to fully adopt the technology and maximize business outcomes.

Supply Chain and Integration Services

Rapidly deploying technology is a must for Region 4 ESC and OMNIA Partners to keep up with customer demands. We work at each step of the supply chain lifecycle to delimit product lead times, provide just-in-time availability, reduce on-site integration and allow for visibility throughout the project lifecycle. WWT can deploy complex multi-vendor solutions at scale for Region 4 ESC and OMNIA Partners whenever and wherever needed. We offer the following services:

- Configuration and Imaging
- System and Data Center Staging
- Custom Cabling
- Rack and Stack
- Burn-in and Testing
- Custom Crating, Packaging and Asset Management

Maximizing the use of capital investments at your organization is the best way to deliver returns among your workforce and your customers. Simplifying IT deployments at the procurement and staging phase of your project is the best way to achieve that goal.



Infrastructure Services

WWT's global infrastructure planning and deployment services deliver thousands of projects each year. From employing industry-standard methods at hundreds of sites to leveraging complete enterprise design services, customers trust our infrastructure experts to assess the technology they have today and design the solutions they need for tomorrow. Region 4 ESC and OMNIA Partners will benefit from access to WWT's 24/7/365 Command Center and certified engineers to execute seamless multi-site, complex IT implementations.

- Site Surveys
- On-site Deployment
- Project Management
- Detailed Project Documentation

Supported technologies:

- **Network Solutions**
 - Application Delivery Controllers
 - Cloud Networking
 - SD-WAN
 - Campus and LAN Switching
 - Data Center Networking
 - Wireless Access Mobility
- **Security**
 - Cloud Security
 - Enterprise Segmentation
 - Next-generation Firewall Platforms
 - Endpoint Security Architecture
 - Identity and Access Management
 - Security Architecture
- **Data Center**
 - Cloud Data Management
 - Hyper-converged Infrastructure (HCI)
 - Primary Storage
 - Secondary Storage
 - Converged Infrastructure
 - Server Infrastructure
- **Collaboration**



- Contact Center
- End-user Computing
- Desktop Migration
- Next-generation Meetings

Consulting Services

WWT will help Region 4 ESC and OMNIA Partners meet strategic goals, align assets to business value and increase their return on technology investments. These services are provided for:

- Digital Strategy
- Business Analytics and Artificial Intelligence
- Enterprise Architecture
- Multicloud
- Security

ATC Lab Services

Our Advanced Technology Center is a testing and research lab like no other. Region 4 ESC and OMNIA Partners can use our ATC and associated lab services to quickly test and evaluate products from thousands of manufacturers in secure, customized environments. Our virtual lab connects our engineers to the ATC when they are working at your site. This portal makes it easier for your team, WWT engineers and our partners to collaborate, design and test solutions in sandbox environments that are available 24/7. Services offered include:

- Product Comparisons
- Product Benchmarking
- Design Validation
- Functionality Testing
- Lab as a Service
- Proof of Concept

Users can cut their proof-of-concept time from months to weeks, if not days, by leveraging the ATC's testing and automation infrastructure.

Application Services

Region 4 ESC and OMNIA Partners will be able to attract and retain customers and employees with custom software and applications. Our outcome-based approach delivers customer value early and often, captures feedback to guide decision making, and produces solutions that positively and measurably impact your business. Available services in this area include:

- Agile Software Development
- Platform Integration



- Agile Coaching and Technical Mentoring
- DevOps
- Cloud-native Application Services
- Software Staffing

WWT can help you work collaboratively to find the optimal way to create software and software teams that deliver value early and often. The applications are easy to use, well-architected and organized to maximize future expandability.

Strategic Staffing

WWT has more than two decades of experience finding the right people to work on projects that span every aspect of our customers' business. We know that sourcing the right talent is about more than filling gaps. That is why we take the time to meet with the hiring team to understand the role needed and your organization's culture. We find fully screened consultants quickly and efficiently, and our consultants are backed by advanced technology engineers and our 24/7/365 Technical Service Center. Features of our staffing services include:

- Global Resource Pool
- Technical Evaluation by Resident Engineer
- Ongoing Resource Training and Development
- Reachback to Technical Labs and Engineers
- WWT or Customer-managed
- Access to Cleared Resources for Secret and Top-Secret Programs

WWT is ready to deliver pre-screened, trained IT professionals, and ready to meet the mission-critical objectives for Region 4 ESC and OMNIA Partners.

Who We Serve

Region 4 ESC and OMNIA Partners can be confident you are choosing a partner with the experience and dedication necessary to provide the requested services. In support of our vision to be the best technology solution provider in the world, WWT dedicates resources and tailors products and services to meet the needs of commercial enterprises; federal, state and local government agencies; educational institutions; and service providers. We continue to stand by our goal of building and developing WWT intellectual property, products and reference architectures to create differentiated value for our company, customers and partners.

Global Commercial Enterprise

WWT conducts business with more than 70 Fortune 100 companies, ranging from financial institutions and healthcare providers to manufacturers, retailers, and utility companies.



Public Sector

Federal Government

WWT offers IT procurement, logistics, software development, and program management to a range of federal agencies and departments, including the Department of Justice and the Department of Defense. For 30 years, WWT has fulfilled products and services for a range of public engagements governed by Blanket Purchase Agreements; Indefinite Delivery, Indefinite Quantity contracts; GSA Multiple Award Schedules and various other agency-specific contracts.

State and Local Government

WWT has more than 30 years of experience helping state and local government agencies to innovate. Our experience spans a variety of agency functions and missions, including transportation, social services, public safety, administration, and information technology. We hold numerous state contracts for the procurement of products and services.

Education

WWT works with K-12 school districts and higher education institutions nationwide to provide advanced technology solutions ranging from remote learning and collaboration to high-speed wireless networks that support mobile devices across campuses. We also provide network and physical security solutions to promote student and staff safety and security. WWT works on E-rate and non-E-rate-funded projects.

B. Total Number and Location of Salespeople

B. Total number and location of sales persons employed by Supplier.

C. Number and location of Support Centers

C. Number and location of support centers (if applicable) and location of corporate office.

WWT's main office is our global headquarters at 1 World Wide Way, St. Louis, MO 63146. Over the course of this project, we may have resources from different satellite offices nationwide that will perform work. WWT has more than 25 offices located throughout the country, including in Alaska and Hawaii, which we would be able to leverage as needed to provide more localized resources. On the following page, please find a list of our top 13 support centers and a headcount of our sales staff.



	Location	Address	Phone	Number of Sales Persons
1.	WWT Global Headquarters	1 World Wide Way, St. Louis, MO 63146	314-569-7000	~50
2.	Phoenix, AZ	2231 E. Camelback Rd. Suite 100 Phoenix, AZ 85016	602-472-7300	~40
3.	Tampa, FL	Highwoods Bay Center I 5426 Bay Center Drive, Suite 750 Tampa, Florida 33609	813-421-6000	~40
4.	Anchorage, AK	3800 Centerpoint Drive Suite 901 Anchorage, Alaska 99503	907-770-8300	~20
5.	Honolulu, HI	55 Merchant Street, Suite 2810 Honolulu, Hawaii 96813	314-569-7000	~20
6.	Nashville, TN	1550 W McEwen Dr, Suite 375 Franklin, Tennessee 37067	314-569-7000	~20
7.	New York, NY	1 Penn Plaza, Suite 2200 & 2228 New York, New York 10119	646-264-2000	~50
8.	Bellevue, WA	500 108th Ave NE, Suite 1800 Bellevue, Washington 98004	425-635-1200	~30
9.	Annapolis Junction, MD	10170 Junction Drive, Suite 400 Annapolis Junction, MD 20701	410-379-9800	~30
10.	Denver, CO	6200 S. Syracuse Way Suite 220 Greenwood Village, Colorado 80111	314-569-7000	~30
11.	San Antonio, TX	Concord Plaza Tower 200 Concord Plaza Drive Suite 600 San Antonio, TX 78216	210-491-9123	~30
12.	Costa Mesa, CA	3200 Park Center Drive Costa Mesa, California 92626	800-432-7008	~40
13.	Washington, DC	575 7th Street Northwest Washington, District of Columbia 20004	202-772-2801	~30

D.



a. Submit FEIN and Dunn & Bradstreet report.

FEIN: 43-1912895

WWT's D&B rating is 1R3. We have provided a copy of a recent D&B report, included in the Additional Attachments section following our proposal. This report is confidential and should not be disclosed to the public.

E. Green/Environmental Initiatives

E. Describe any green or environmental initiatives or policies.

Building a better, cleaner future is a priority for WWT. WWT is committed to sustainability initiatives and addressing the daily impact our business has on the environment. With a focus on energy and waste reduction, water conservation, and end-of-life product planning, WWT works to protect our planet while providing business value for our customers. In the last year, WWT has committed to: a continued investment in LED and motion detected lighting in our facilities; improvements in the efficiency of ventilation and air conditioning equipment; the utilization of ENERGY STAR® certified equipment in our facilities across the globe; and reducing solid waste that cannot be disposed of in an environmentally responsible manner through the implementation of cardboard, wood, plastics, and single-stream recycling. In 2020, WWT purchased over 10,000 MWh of renewable wind energy, accounting for 20% of WWT's electricity usage. Our pledge is to invest in the continued development and expansion of renewable energy sources through the purchase of Renewable Energy Certificates.

WWT is a respondent to the Carbon Disclosure Project for both Climate Change and Water Security.

WWT is a participant of the EcoVadis platform. WWT was awarded the 2020 EcoVadis silver medal. You may request a full copy of WWT's scorecard through the platform.

For more information, please review the section 'Preserving our Environment' in our Corporate Social Responsibility Annual GRI Report that has been recognized as 'In Accordance-Core' to the GRI (Global Reporting Initiative) standards, which can be found at the link included below.

<https://www.wwt.com/api/attachments/5f9b3a957e0f69008ed074c4/file>.

F. Diversity Programs

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

WWT is a nationally certified **Minority-owned Business Enterprise (MBE)**, which allows customers and suppliers to achieve Tier-1 minority spending credits.

Supplier Diversity

Program Overview

We believe investing in supplier diversity activities is a critical component of our company's success. WWT has developed this program from the same foundation as the rest of our business – our clearly defined



core values, corporate vision and mission. These principles provide transparency and visibility into our business and define how we engage employees, partners and customers.

Program Vision

To partner with value added diverse organizations to provide our customers with revolutionary products and services around the globe, while ensuring that our partners and suppliers meet WWT's high standards with regard to ethics, labor, health and safety, diversity and positive environmental impact as well as supporting community outreach initiatives.

Program Mission

To help develop and sustain diverse and socially responsible business relationships, one contract at a time.

Leadership Commitment

The advantages are clear. When we are able to contribute to the success of small, minority, and woman-owned businesses, we benefit directly from a broader selection of competitively priced goods and services. Our customers benefit from the increased opportunity to provide them with the best solution and the community benefits through job creation and quality-of-life improvements.

Additionally, when we work with our partners and suppliers to ensure the highest possible standards are met with regard to ethics, labor, health and safety, diversity and environment, we are able to improve our overall social and environmental impact. This commitment to supplier diversity moves us closer to our objective to be recognized as a corporate social responsibility leader in our industry and a Great Place to Work.

Supply Chain CSR Performance

We have a responsibility to hold ourselves, our partners and our suppliers to high standards of behavior with regard to social, environmental and ethical issues. We are committed to working with our partners and suppliers across the supply chain to ensure measures are being taken to positively impact our community and the environment.

WWT has established a Supplier Code of Conduct (please see Additional Resources below). that provides guidelines for performance and compliance with critical social, environmental and ethical issues and expects its suppliers to acknowledge and adopt this code.

Program Goals

This program is designed to help train and integrate qualified and certified minority, women and disabled veteran-owned suppliers into the provisioning of products and services for our commercial and telecommunications customers. It is designed to strengthen minority, woman and disabled veteran-owned businesses and provide knowledge sharing opportunities and support. Our goals are simple:

- Provide supplier with direct access to procurement opportunities
- Provide mentoring and counsel regarding subcontracting opportunities and procurement procedures

Diversity & Inclusion

"WWT's Core Values are at the center of our culture and our Diversity & Inclusion (D&I) program. Listening to understand and celebrating our unique qualities makes us better individually, collectively and ultimately drives business innovation and success."

Bob Ferrell, VP of Diversity & Inclusion



- Advocate for suppliers internally
- Participate in business opportunity workshops, minority, women and veteran business enterprise seminars, events and trade fairs

Diverse Supplier Requirements

A qualified business enterprise must be certified by a local, state, regional or national agency and be at least 51 percent owned, operated and controlled by one or more of the following:

- **Minority Business Enterprise (MBE)** – a for-profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated and controlled by minority group members. “Minority group members” are United States citizens who are Asian, black, Hispanic or Native American. Ownership by minority individuals means the business is at least 51 percent owned by such individuals or, in the case of a publicly-owned business, at least 51 percent of the stock is owned by one or more such individuals. Further, the management and daily operations are controlled by those minority group members.
- **Women Business Enterprise (WBE)** – a for-profit enterprise, regardless of size that is at least 51 percent owned by one of more women or in the case of publicly owned businesses, at least 51 percent of the stock of which is owned by one or more women. The owner must be involved in the day-to-day activities.
- **Disabled Veteran Business Enterprise (DVBE)** – a for-profit enterprise, regardless of size that is at least 51 percent owned by one of more disabled veterans in the case of publicly owned businesses, at least 51 percent of the stock of which is owned by one or more disabled veterans. The owner must be involved in the day-to-day activities.

Our Supplier Diversity team also encourages participants to take a leadership role within their community and help identify and mentor other minority business enterprises.

Small Business Enterprise

WWT agrees to meet the principles of Public Law 95-507 and the Federal Procurement Regulations, including the Federal Acquisition Regulation, and to ensure that our business practices conform to these regulations.

As a successful graduate of the Small Business Administration (SBA) 8(a) Business Development Program and the largest African American-owned technology business in the country, WWT has a profound appreciation for the assistance it provides to small and disadvantaged companies during their formative and early growth years. In our own case, with support from SBA and mentoring support from larger companies, WWT is now recognized as one of the top 50 Federal contractors. Our experience has encouraged us to offer similar support to other small and disadvantaged firms. We know it is good business as well as good corporate citizenship.

WWT’S Commitment To All Small Business Enterprises Includes:

- Participation in business opportunity workshops, federal procurement conferences
- Ensuring WWT subcontracting procurement “packages” are well-designed to be compact and simplified to encourage the maximum possible participation of firms on the list.



- Ensuring small businesses are made aware of subcontracting opportunities and how to prepare responsive bids to WWT.
- Providing assistance and counsel to small business concerns regarding subcontracting opportunities set aside opportunities and procurement procedures.
- Small Business Requirements:
- Self-certify as a small business in SAM, but must meet the Federal government's definition of a small business.

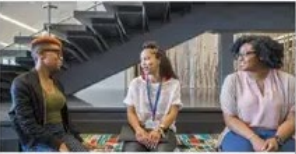
Small Business Classifications:

- 8(a) Business Development Program
- Small Disadvantaged Business (SDB)
- Woman-Owned Small Business (WOSB)
- HUBZone (Historically-Underutilized Business Zone)
- Veteran-Owned Small Business (VOSB)
- Service-Disabled Veteran-Owned (SDVOSB)
- Historically Black College and Universities and other Minority Institutions (HBCU/MI)
- Native American-owned (NA)
- Alaskan Native-owned Corporations (ANC)
- Native Hawaiian-owned Corporations (NHOC)

Copies of certifications held at an individual level can provided upon request.

Key D&I Initiatives

Like our core values and culture, a set of key programs will serve as building blocks that make WWT a great place to work for all and be foundational to our long-term success — both from a business and D&I perspective.

 DEDICATED D&I LEADER Will work closely with HR and Executive Leadership	 JOIN THE CONVERSATION LISTENING TOUR We want to know what you're thinking and feeling	 WWT STORYTELLERS Awareness, learning, growing and connecting through real stories and experiences	 IML D&I TRAINING Focus on awareness, unconscious bias, difficult conversations and empathy
 EMPLOYEE RESOURCE GROUPS Listening, learning and connecting to strengthen our diversity	 D&I TRACKING / FOCUS Recruiting, retention, development and tracking	 COMMUNITY OUTREACH Giving back, creating opportunity, development. Make the world a better place	 SUPPLIER DIVERSITY Helping to develop and sustain diverse businesses



MENTAL HEALTH




Diversity & Inclusion Outcomes

Our D&I program is a commitment to continuously invest in a culture of inclusion that drives shared value across our people, business and community. When we invest in our people, we enable them to deliver tangible business outcomes and better themselves while creating a force multiplier for our collective ability to impact the communities in which we work.

 WORKFORCE Building a diverse workforce starts with our recruiting efforts and providing continuous education to our employees on embracing and celebrating the cultural differences of our employees.	 BUSINESS IMPACT Creating a culture of inclusion encourages multiple perspectives, experiences and capabilities in problem solving. The results are significant to innovative and creative business outcomes.	 COMMUNITY OUTREACH Continue driving change and education through community partnership. We believe making a positive social and business impact requires a combination of Corporate Social Responsibility.
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G. Certifications

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☒ Yes ☐ No

If yes, list certifying agency: Mid-States Minority Supplier Development Council



THIS CERTIFIES THAT

World Wide Technology, LLC

* Nationally certified by the: **MID-STATES MINORITY SUPPLIER DEVELOPMENT COUNCIL**

* NAICS Code(s): **541519; 334111; 334112; 334118; 541512**

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

01/31/2020
Issued Date

01/31/2021
Expiration Date

Adrienne Trimble

Carolyn E. Mosby, President/CEO

IN01608
Certificate Number

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

H. Relationships with Subcontractors

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

WWT utilizes a global ecosystem of subcontractors across all technology domains, which will be available to assist on projects for Region 4 ESC and OMNIA Partners. We have listed some of our key subcontractors along with their diversity certifications, if any, below.

- **Bridgewater Consulting Services**
- **Entelligence LLC**
- **Foresite**
- **GMI**
 - Certified Diversity Supplier
 - National Minority Supplier Development Council (NMSDC)
 - The Women's Business Enterprise National Council (WBENC)
 - The Supplier Clearinghouse
- **MatchPoint**
 - Certified Women/Minority Business Enterprise
 - WMBE Clearinghouse
- **Norwin Technologies**
- **Speridian Technologies**
- **VTS Group**
 - Texas Historically Underutilized Business (HUB)
 - Texas Comptroller of Public Accounts
 - Disabled Individual Business Enterprise (DIBE), Hispanic American Business Enterprise (HABE), Minority Business Enterprise (MBE), Veteran-Owned Business Enterprise (VBE)
 - South Central Texas Regional Certification Agency
 - 8(a) Certified Business
 - U.S. Small Business Administration
- **ZeroDay**

I. Supplier Differentiators

I. Describe how supplier differentiates itself from its competitors.

Region 4 ESC and OMNIA Partners will be serviced by our dedicated SLED team. WWT verticalized SLED within the Public Sector business segment in 2019. By the completion of 2020 our SLED sales was over



\$300M in revenue with a goal of \$1B in 3 years. There are currently 40+ dedicated account teams in SLED as we continue to build the business across the U.S.

SLED is divided into two teams, SLED East led by Vice President Shawn Rodriguez, and SLED West led by Area Vice President Matthew Jenkins. A brief bio, responsibility focus area, and team organization charts for each team follows.

Shawn Rodriguez

Vice President East, State & Local Government and Education

Shawn leads the development and execution of all go-to-market strategies and activities including field sales hiring and enablement, integrated field marketing, contract capture, vertical business development, partner and solution execution, and overall growth.

Prior to joining WWT, Shawn served in similar leadership capacities at Forescout Technologies and Splunk. He started his sales career in various sales and leadership positions, all state & local government and education focused.

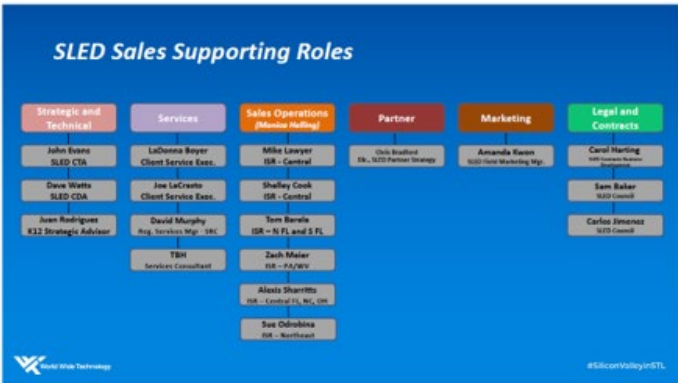
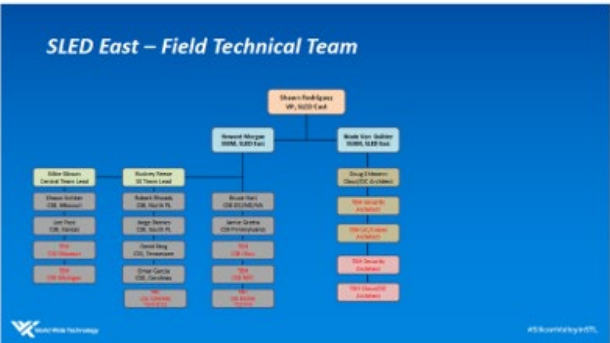
Matthew Jenkins

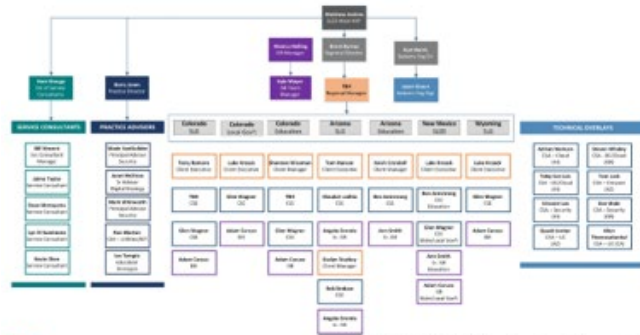
Vice President West, State & Local Government and Education

Matthew is responsible for the development and execution of all go-to-market plans including sales team hiring and development, marketing and events, contract capture, business development and vertical solutions.

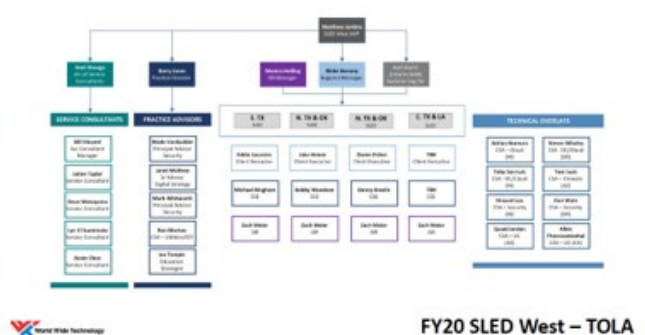
Prior to WWT, Matthew spent 15 years at Cisco Systems in leadership positions in both systems engineering and enterprise account management.

On the following pages, we have included graphics depicting the structure of our national SLED teams.

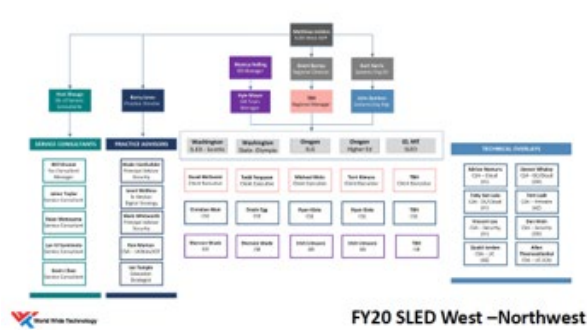




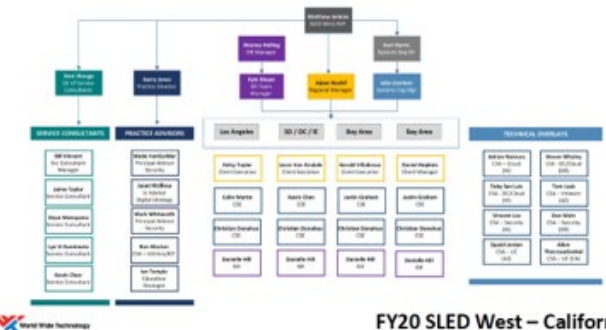
FY20 SLED West – Southwest



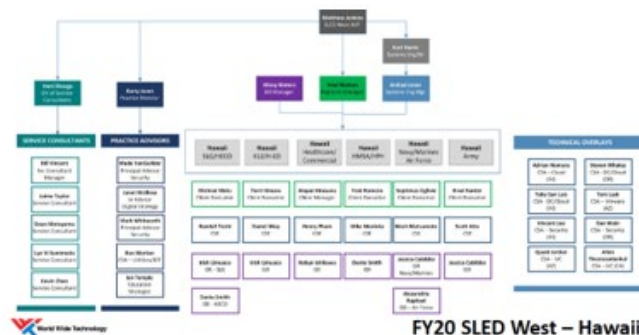
FY20 SLED West – TOLA



FY20 SLED West – Northwest



FY20 SLED West – California



FY20 SLED West – Hawaii

The Omnia Partners contract will be the strategic contract vehicle to grow our SLED vertical in the coming years.

J. Litigation, Bankruptcy and Reorganization

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

WWT does not comment on the details of pending litigation. At this time there are no actions, suits or proceedings, pending or threatened, that are material to our organization, our financial stability or our ability to perform the business contemplated by this RFP.

K. Felony Convictions

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;***
- b. is not owned or operated by anyone who has been convicted of a felony; or***
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.***

WWT is not owned or operated by anyone who has been convicted of a felony.

L. Debarment and Suspensions

L. Describe any debarment or suspension actions taken against supplier

WWT does not comment on the details of pending litigation. At this time there are no actions, suits or proceedings, pending or threatened, that are material to our organization, our financial stability or our ability to perform the business contemplated by this RFP.

3.2 Distribution, Logistics

A. Description of Full Line of Products and Services

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

WWT will offer to Region 4 ESC and OMNIA Partners a full range of IT Manufacturers. Since WWT is the top reseller for most of the larger OEMs, we have access to premier pricing and availability of products. WWT categorizes our partners by levels, Strategic, Advantage, Select, and Approved. A full listing can be found at this link. <https://www.wwt.com/about/partners>.

WWT Services portfolio includes these categories, Consulting, ATC Lab, Application, Supply Chain and Integration, Infrastructure, Enterprise Agreements (EA), and Strategic Staffing. More information can be found at this link <https://www.wwt.com/services>.

Please see Section 3.0 Appendix D – Supplier Response, above, for an outline of the products and services provided by WWT. A catalog of OEM product SKU's and services rate card has also been provided in this proposal response.



B. Proposed Distribution

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.***

WWT utilizes OEM's for direct distribution as well as the largest Technology distributors, Tech Data, SYNEX, EC America/ImmixGroup/Arrow, Ingram Micro. WWT also provides innovative supply chain solutions through our global Integration Centers.

WWT is able to leverage a combination of our Integration Centers along with our relationships with these industry leading distributors to provide world class logistics and distribution capabilities. Our ability to build and customize solutions enables us to meet customer specific challenges in product lead time, configuration, reducing delivery delays and shortening time-to-market for their products.

WWT is also able to provide full services capabilities across all U.S. Territories and Outlying Areas.

C. Auditing Value Chain Pricing

- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.***

WWT will manage the order process for all orders done on the OMNIA Master Agreement. Whether we source the product direct from the manufacturer or from a distributor, the order will pass through our system for contract validation and pricing confirmation.

D. Partner Companies

- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.***

All products provided on this contract will be shipped direct from the manufacturer or from WWT integration or distribution centers. There are no partner companies in our offering.

E. Distribution Facilities

- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.***

WWT's global presence revolves around our strategic integration centers located in the United States, the Netherlands, India and Singapore. Our integration centers are climate-controlled production environments with advanced networking, secure remote access and certified procedures specifically designed for staging, kitting and configuring the latest advanced technology solutions. They are staffed with certified engineers with logistical and technical expertise to help reduce the risk, cost and complexity of IT deployments.

Supply Chain and Integration Services

Rapidly deploying technology is a must for organizations to keep up with customer demands. We work at each step of the supply chain lifecycle to delimit product lead times, provide just-in-time availability, reduce on-site integration and allow for visibility throughout the project lifecycle. WWT can deploy



complex multi-vendor solutions at scale for our customers whenever and wherever needed. We offer the following services:

- Configuration and Imaging
- System and Data Center Staging
- Custom Cabling
- Rack and Stack
- Burn-in and Testing
- Custom Crating, Packaging and Asset Management

Maximizing the use of capital investments at your organization is the best way to deliver returns among your workforce and your customers. Simplifying IT deployments at the procurement and staging phase of your project is the best way to achieve that goal.

In addition to our four large integration centers, WWT also operates 30 distribution centers across the globe. Our four integration centers are:

- North American Integration Center (NAIC): The NAIC is located outside of St. Louis, MO and totals more than 4 million square feet.
- European Integration Center (EIC-AMS): The EIC-AMS is located in Amsterdam and is a 65,000 square foot facility.
- Asian Integration Center – Singapore (AIC-SGP): Located in Singapore, this facility is 20,000 square feet in size
- Asian Integration Center – Mumbai (AIC-Mumbai): The Mumbai Integration Center is 10,000 square feet in size

3.3 Marketing and Sales

A. 90-Day Plan for Go-to-Market Strategy

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

Executive Leadership Sponsorship Within First 10 days

WWT Executives for SLED East and West Regions are committed to developing a go-to-market strategy to effectively leverage the OMNIA Partners contract upon award. Initial steps include sponsoring WWT SLED Marketing representatives to develop an awareness rollout plan across all SLED Sales Teams. Below, we have included an overview of our rollout activities for the OMNIA Partners contract.

- Reach out to OMNIA Partners Business Development team to obtain all information relevant to contract and marketing information for internal distribution SLED sales teams
- Scheduling training presentations for WWT SLED Sales Team to provide knowledge and awareness of contract and encourage usage
- Develop internal tracking and reporting capabilities on the OMNIA Partners contract to monitor adoption and usage.

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

During the first 90-days, WWT will provide training that entails training, marketing collateral, PowerPoint presentations and onsite visits to conduct Q&A. Training is an ongoing process scheduled throughout the year via webinars, onsite training and industry events. Resellers will be given access to the WWT contract website, marketing collateral, and instruction on the processes of obtaining quote/orders and contract pricing. All aspects of the contract, from end-user marketing to customer service to tech support, must be fully explained and expectations identified. A bid-desk, dedicated to providing quote assistance to WWT OMNIA Partners-authorized resellers will be employed to assist our partners to ensure OMNIA Partners' agencies receive timely, accurate, and contract complaint quotes.

B. 90-Day Plan for Marketing Master Agreement

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications.

WWT Marketing will create a Press Release with their Public Sector PR agency to announce the award on all WWT social media platforms. The contract award will be posted on WWT Public Sector's LinkedIn page <https://www.linkedin.com/showcase/world-wide-technology-public-sector/>



ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.

WWT Marketing will work with the Creative Services Marketing Team to make sure all announcements are posted on the platform/website.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days.

WWT Marketing will work with the Creative Services Marketing Team to create a brochure specific to the WWT and OMNIA Contract. Once complete, WWT Marketing will then distribute electronically to all sales members.

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement.

WWT Marketing will make sure WWT registers for any national, regional and/or supplier-specific trade shows, conferences and meetings throughout the agreement term.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

WWT Marketing will attend and exhibit at the NIGP Annual Forum. We will have an OMNIA contract plaque in the booth as well as collateral. If virtual, we will have the OMNIA Contract image in the virtual booth as well as content around our partnership. WWT Marketing will follow the social media guidelines set by the user agreement to help promote the tradeshow.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.

WWT Marketing will assist in the design and advertising in trade publications.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

WWT Marketing will work with the sales teams to create promotion of the contract including case studies, collateral, presentations and social media.

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- ***OMNIA Partners standard logo;***

WWT Marketing will work with WWT Creative Services Marketing to add the OMNIA contract logo to our contracts page.

- ***Copy of original Request for Proposal;***

WWT Marketing will work with Creative Services Marketing to add a copy of the original Request for Proposal to the webpage.

- ***Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;***

WWT Marketing will work with Creative Services Marketing to add a copy of the Master Agreement and amendments between Procurement Agency and Supplier to the webpage.

- ***Summary of Products and pricing;***

WWT Marketing will work with Creative Services Marketing to ensure the Summary of Products and pricing is on the webpage.

- ***Marketing Materials.***

WWT Marketing will work with Creative Services Marketing to create brochures, content, social media and Press Releases are uploaded and promoted on the webpage.

- ***Electronic link to OMNIA Partners' website including the online registration page;***

WWT Marketing will work with Creative Services Marketing to create a hyperlink to the OMNIA Partners' website including the online registration page.

- ***A dedicated toll-free number and email address for OMNIA Partners.***

WWT Marketing will work with Creative Services Marketing to make sure the toll-free number is available on the webpage.

Immediate Marketing activities within the first 90 days include:

- Press releases coordinated with OMNIA Partners across strategic publications;
- Identifying resellers to authorize to promote & sell off of this contract;
- Reseller recruitment and training;
- Multiple training webinars for both internal and external sales teams;
- Dedicated OMNIA Partners web page development;
- Social Media awareness campaign and collaboration;
- Development of customized OMNIA Partners marketing materials;
- Attendance at industry events and table top shows, virtual trade shows and events;
- Attendance at NIGP events with OMNIA Partners information on display;
- Ongoing reseller recruitment efforts and internal sales training;
- End-user demand generation team to drive awareness with end-users on behalf of our resellers;
- Customized events to create awareness for the contract;



- Specific plan developed & collaborated with our partners;
- Reseller call campaign to reach out to resellers to inform of the contract;
- Customer visits from our Account Managers to evangelize the contract;
- Reseller Partner Live Webinar Series;
- “Educate and Inform” stage to ensure reseller customers are aware of the contract;
- Conference calls and webinars to inform customers of OMNIA Partners;
- Email campaign at the Account Manager level.

Contract Management Summary Award

- Create Terms and Conditions summary; develop pricing calculator;
- Communicate contract requirements internally and with each manufacturer line;
- Determine rules of engagement, assign responsibility roles Recruitment;
- Identify Resellers: Vendor lists, WWT Point of Sale reports, Sales Managers and Outside Sales reps;
- Social Media announcement and collaborative efforts with OMNIA Partners on award;
- Training: onsite, online, webinars;
- Establish eligibility requirements;
- Sign participation agreement ensuring contract compliance Contract Management;
- Monthly contract review by WWT contracts team
- Monthly status calls with each participating reseller;
- Quarterly cadence calls with the contractor community;
- Ongoing calls with participating manufacturers to update/revise strategy.

C. Transition Strategy of Existing Public Agency Customers to the Master Agreement

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

WWT has a significant amount of experience owning and managing Public Sector contracts. In fact, WWT's business was largely built upon servicing Federal procurement contracts. We understand these vehicles require substantial investment in sales and demand generation to make them successful.

Our plan will include several facets addressing both resellers and end-users. Although we do not sell directly to end-users, we have a team that provides end-user demand generation through call-out campaigns, print/mailers, e-mail, website contract landing page, and an electronic storefront offering.



For our resellers, we will pull our historical procurement data per awarded vendor line to identify the most viable resellers selling into state and local government, K-12, and higher education nationwide. Likewise, we will do this globally and include higher education institutions and state and local government sales. This will ensure we have the correct personnel engaged in all areas covered by Region 4 ESC and OMNIA Partners.

With this select group of resellers, we will implement regular trainings to ensure they understand the Region 4 ESC and OMNIA Partners contract and the target audience and that the contract receives top priority. Ongoing efforts will include establishing regular sales meetings to review sales efforts, pending opportunities, and identify any issues.

Manufacturers and their local sales teams will likewise be engaged to identify opportunities and special pricing. We will provide support for table-top shows, collateral and web landing pages for our participating resellers.

Ultimately, we see our role as an IT distributor to provide all the tools a reseller will need to increase their sales on this contract and help develop the partnership with the vendor and their field sales teams. WWT can also make available our extensive technical support team and 24/7 customer service call center to ensure exceptional customer support.

WWT holds more than 170 contract vehicles in 30 States, this listing can be found at the below link.

<https://www.wwt.com/state-contracts>

Additionally, WWT has been added to 11 NASPO and 24 other Direct, or Distribution held contracts in 2020, which are included below.

State	NASPO or Direct	Contract Name	Contract Number/ID	Date WWT Added
Alaska	NASPO	Cisco NASPO ValuePoint Data Communications Products and Services 2019-2026	Master Agreement: AR3227; State Participating Addendum: 2020-DATACOM-0001	6/9/2020
Alaska	NASPO	Carahsoft NASPO ValuePoint Cloud Solutions 2016-2026	Master Agreement: AR2472; State Participating Addendum: NVP-2018-CLOUD-0002	3/27/2020
Alaska	NASPO	Cisco NASPO ValuePoint Cloud Solutions 2016-2026	Master Agreement AR2477; State Participating Addendum: NVP-2018-CLOUD-0001	7/29/2020
California	NASPO	Juniper Networks NASPO ValuePoint Data Communications Products and Services 2014-2019	Master Contract AR229 Participating Addendum 7-14-70-08	7/13/2020
California	Direct	California Multiple Award Schedule (CMAS) Information Technology Goods & Services - Cisco,	Base GSA Schedule: GS-35F-0511T; Contract Number: 3-20-70-0729J	9/17/2020

State	NASPO or Direct	Contract Name	Contract Number/ID	Date WWT Added
		Fortinet, Tanium, Veeam		
California	Direct (Reseller)	State of California Databricks Software Licensing Program	Contract Number: SLP-20-70-0155D	6/29/2020
California	NASPO	Cradlepoint NASPO ValuePoint Data Communications Products and Services	Master Agreement: AR3189; State Participating Addendum: 7-20-70-47-02	7/17/2020
California	Direct	California Multiple Award Schedule (CMAS) Information Technology Goods & Services - Rubrik	Base GSA Schedule: 47QTCA20D0019; Contract Number: 3-20-70-0729H	6/7/2020
Colorado	NASPO	HP Enterprise NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020; Band 4 - Server, Band 5 - Storage	Master Agreement: MNNVP-134; State Participating Addendum: 20160000000000000103	3/24/2020
Colorado	NASPO	NetApp NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020	Master Agreement: MNWNC-121; State Participating Addendum: 20160000000000000113/NASPO	6/23/2020
Colorado	Direct	City and County of Denver – Denver International Airport VCE/Dell/EMC Hardware and Software with Support Master Purchase Order	Master Purchase Order: SC-00004252	3/19/2020
Colorado	NASPO	Palo Alto Networks NASPO ValuePoint Data Communications Products and Services Master Agreement (2019-2026) AR3229	Master Agreement: AR3229; State Participating Addendum: AR3229	7/31/2020
Colorado	NASPO	Carahsoft NASPO ValuePoint Cloud Solutions 2016-2026	Master Agreement: AR2472; State Participating Addendum: 139963	8/28/2020
Florida	Direct (Reseller)	State of Florida Dell Technology Refresh Program	Contract Number: 53AHF	4/13/2020

State	NASPO or Direct	Contract Name	Contract Number/ID	Date WWT Added
Florida	NASPO	Carahsoft NASPO ValuePoint Cloud Solutions 2016-2026	Master Agreement: AR2472; State Participating Addendum: 43230000-NASPO-16-ACS	Early 2020
Florida	NASPO	Dell NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020	Master Agreement: MNWNC-108; State Participating Addendum: 43211500-WWSCA-15-ACS	Early 2020
Florida	NASPO	HP Inc. NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020; Band 1 - Desktop, Band 2 - Laptop, Band 3 - Tablet	Master Agreement: MNNVP-133; State Participating Addendum: 43211500-WSCA-15-ACS	Early 2020
Hawaii	NASPO	Cradlepoint NASPO ValuePoint Data Communications Products and Services	Master Agreement: AR3189; State Participating Addendum: 20-11	2/19/2020
Idaho	NASPO	Cradlepoint NASPO ValuePoint Data Communications Products and Services	Master Agreement: AR3189; State Participating Addendum: PADD20210466	7/6/2020
Kansas	NASPO	Palo Alto Networks NASPO ValuePoint Data Communications Products and Services Master Agreement (2019-2026) AR3229	Master Agreement: AR3229; State Participating Addendum: 0000000000000000000048499	11/19/2020
Kansas	NASPO	Cisco NASPO ValuePoint Data Communications Products and Services 2019-2026	Master Agreement: AR3227; State Participating Addendum: 0000000000000000000047258	9/22/2020
Kentucky	Direct	Commonwealth of Kentucky KETS Enterprise Server Storage Hardware Services	Contract#: MA-758-2000000719	12/18/2020
Louisiana	NASPO	Cisco NASPO ValuePoint Data Communications Products and Services 2014-2019	Master Agreement: AR233; State Participating Addendum: 4400003810 (Networking)	1/17/2020
Louisiana	NASPO	Cisco NASPO ValuePoint Data Communications	Master Agreement: AR233; State Participating Addendum: 4400016086 (UC)	1/17/2020

State	NASPO or Direct	Contract Name	Contract Number/ID	Date WWT Added
		Products and Services 2014-2019		
Maryland	Direct	State of Maryland CATS + (Consulting and Technical Services) Contract	060B2490023	2/12/2020
MHEC	Direct (Reseller)	HP Inc Midwestern Higher Education Compact Contract (MHEC)	MHEC-06012015	6/15/2020
MHEC	Direct (Reseller)	HPE Midwestern Higher Education Compact Contract (MHEC)	MHEC-10012015	6/15/2020
Missouri	Direct	SOM Management Consulting Services QVL Contract	Contract Number: CS201311045	3/31/2020
Missouri	NASPO	Cisco NASPO ValuePoint Data Communications Products and Services 2019-2026	Master Agreement: AR3227; State Participating Addendum: AR3227-MO	10/13/2020
NCPA	Direct (Reseller)	NCPA Immix Systems and Information Management Software	Master Agreement: 01-75	7/28/2020
NCPA	Direct (Reseller)	NCPA Immix Software Products and Services	Master Agreement: 01-88	7/28/2020
NCPA	Direct (Reseller)	NCPA Immix Data Storage, Cloud, Converged and Data Protection	Master Agreement: 01-83	7/28/2020
New Mexico	NASPO	Dell NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020	Master Agreement: MNWNC-108; State Participating Addendum: 60-000-15-00008AH	7/14/2020
New Mexico	NASPO	Cradlepoint NASPO ValuePoint Data Communications Products and Services	Master Agreement: AR3189; State Participating Addendum: 00-00000-20-104AC	8/28/2020
North Carolina	Direct	North Carolina Statewide IT Term Contract 204A For HP Microcomputers, Peripherals, and Related Services Contract; ITS-400203	Contract #204A/ITS-400203	11/23/2020

State	NASPO or Direct	Contract Name	Contract Number/ID	Date WWT Added
North Carolina	Direct	State of North Carolina Department of Public Instruction E-Rate Contract - Synnex #40-RQ22294323	Contract #40-RQ22294323	3/23/2020
QUILT	Direct (Reseller)	The Carashoft Quilt Consortium Contract	Contract Number: MSA05012019-F	8/16/2020
Tennessee	NASPO	EMC NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020	Master Agreement: MNWNC-109; State Participating Addendum: 50436	2/7/2020
Tennessee	Direct	State of Tennessee Department of General Services Resources F5 Networking Equipment & Services Contract	#000000000000000000066355	5/5/2020
Tennessee	NASPO	Dell NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020	Master Agreement: MNWNC-108; Participating Addendum: MNWNC-108-TN	12/17/2020
Texas	Direct (Reseller)	State of Texas, Department of Information Resources (DIR) - Hitachi Products & Related Services Reseller Agent Contract	Contract Number: DIR-TSO-4357	2/19/2020
Texas	Direct (Reseller)	State of Texas, Department of Information Resources (DIR) – Pure Storage Data Storage Products and Related Services Reseller Agent Contract	Contract Number: DIR-TSO-4331	6/24/2020
Texas	Direct (Reseller)	State of Texas, Department of Information Resources (DIR) – EMC Data Storage, Data Communications & Networking Products Reseller Agent Contract	Contract Number: DIR-TSO-4299	6/26/2020
Texas	Direct (Reseller)	State of Texas, Department of Information Resources (DIR) – Juniper Networks Data Storage, Data Communications	Contract Number: DIR-TSO-4240	9/21/2020



State	NASPO or Direct	Contract Name	Contract Number/ID	Date WWT Added
		& Networking Products and Related Services Reseller Agent Contract		
Utah	NASPO	Cradlepoint NASPO ValuePoint Data Communications Products and Services	Master Agreement: AR3189; State Participating Addendum: AR3189-UT	2/3/2020
Virginia	Direct (Reseller)	Virginia Commonwealth University VASCUPP Contract for Cisco Products and Services	Contract Number: 7365172JC	1/31/2020
Virginia	NASPO	NetApp NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020	Master Agreement: MNWNC-121; State Participating Addendum: UVA1639592	5/20/2020
Virginia (Henrico County)	NASPO	NetApp NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020	Master Agreement: MNWNC-121; State Participating Addendum: MNWNC-121	6/2/2020
Washington	NASPO	Dell NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020	Master Agreement: MNWNC-108; State Participating Addendum: 05815-003	1/17/2020
Washington	NASPO	Cradlepoint NASPO ValuePoint Data Communications Products and Services	Master Agreement: AR3189; State Participating Addendum: 05819	8/28/2020
Washington	Direct	City of Seattle Unified Communications & Contact Center Replacement	Contract Number: 000000000005078	9/21/2020
Washington	NASPO	Carahsoft NASPO ValuePoint Cloud Solutions 2016-2026	Master Agreement: AR2472; State Participating Addendum: 05116	3/27/2020
Washington	Direct	City of Seattle Google Cloud Platform and Services	Contract Number: City of Seattle Google -- AR2472	11/13/2020



D. Promoting OMNIA Partners Logo

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.*

WWT acknowledges and agrees.

E. Proactive Direct Sales

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:*
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency*
 - ii. Best government pricing*
 - iii. No cost to participate*
 - iv. Non-exclusive*

WWT confirms.

F. Training National Sales Force on Master Agreement

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:*
- i. Key features of Master Agreement*
 - ii. Working knowledge of the solicitation process*
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners*
 - iv. Knowledge of benefits of the use of cooperative contracts*

WWT confirms.

G. Key Personnel

- G. Provide the name, title, and phone number for the person(s), who will be responsible for:*
- i. Executive Support*
 - ii. Marketing*
 - iii. Sales*
 - iv. Sales Support*
 - v. Financial Reporting*

vi. Accounts Payable

vii. Contracts

Executive Support	Executive Support
Bryan Thomas	Matthew Jenkins
Senior Vice President	Area Vice President – SLED West
Bryan.thomas@wwt.com	Matthew.Jenkins@wwt.com
703-467-5362	808-599-7052
Executive Support	Contracts
Shawn Rodriguez	Carol Harting
Vice President – SLED East	Business Development Manager - SLED
shawn.rodriguez@wwt.com	Carol.Harting@wwt.com
804-683-2342	314-995-6103
Marketing	Sales Texas
Amanda Kwon	Grant Isaminger
Public Sector Marketing Manager	Client Executive
Amanda.Kwon@wwt.com	Grant.Isaminger@wwt.com
314-995-6109	832-286-7894
Sales Washington	Sales Oregon
David McDaniel	Mike Hicks
Client Executive	Client Executive
David.McDaniel@wwt.com	Michael.Hicks@wwt.com
425-635-1205	808-599-7053
Sales Support	Financial Reporting
Monica Helling	Megan Nieder
Sales Operations Manager - SLED	Senior Business Unit Controller



Monica.Helling@wwt.com	Megan.Nieder@wwt.com
314-301-2436	314-995-6140
Accounts Payable	Accounts Receivable
Heather Lewis	Ashley Ison
Accounts Payable Manager	Accounts Receivable Manager
Heather.lewis@wwt.com	Ashley.Ison@wwt.com
314-809-0443	314-655-6698

H. National Salesforce Training

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Region 4 ESC and OMNIA Partners will have access to more than 400 WWT SLED national sales team members who possess deep experience and functional knowledge. Our sales team will work together to comprehensively address Region 4 ESC and OMNIA Partners requirements.

WWT SLED has two dedicated geographical breakdowns. SLED East is led by Shawn Rodriguez, and SLED West is led by Matthew Jenkins. A detailed map is shown in Section I – Supplier Differentiator.

Contact information is provided below:

Shawn Rodriguez

Vice President East, State & Local Government and Education

Mobile: 804.683.2342

Email: shawn.rodriguez@wwt.com

Matthew Jenkins

Vice President West, State & Local Government and Education

Mobile: 808-599-7052

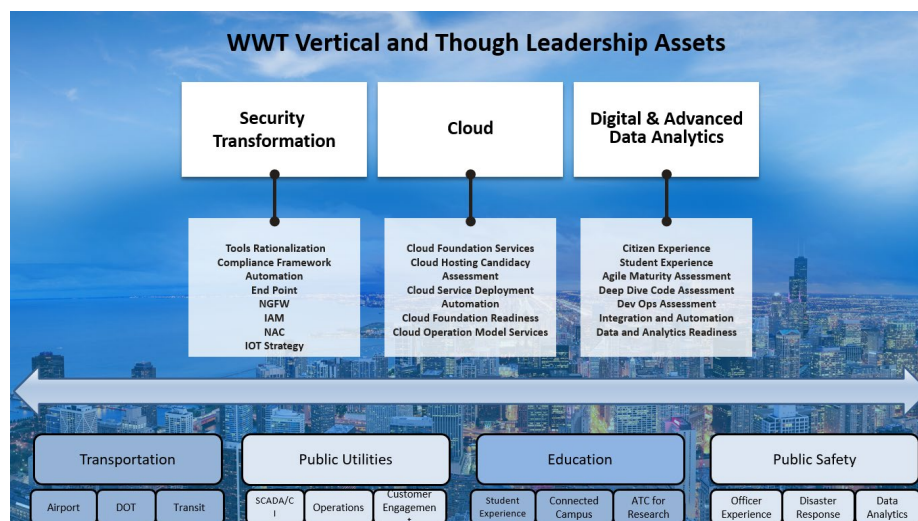
Email: Matthew.Jenkins@wwt.com

I. Strategy to Grow and Implement the National Program

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

WWT is fully invested in a dedicated SLED Vertical within our Public Sector space. Our long term growth strategy is securing a large nation-wide contract such as OMNIA partners. Therefore, the SLED sales teams will focus on implementing, growing, and servicing this national contract.

Please see above Section 3.3 Marketing and sales Plan for outline of steps WWT will be undertaking to create and implement a strategy for grow the program nationally. Below, we have included graphics depicting our plans to continually invest and grow our SLED market.





J. Strategy for Managing National Program

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

As a \$13 billion, 7,500+ employee, large global solutions provider, we are accustomed to delivering on large, complex projects for the public sector government, both state & local and federal, educational entities, global enterprises, and service providers. Through years of successful design and delivery, we have developed a consistent formula for success that applies across use cases, vertical markets, and size of customer:

- **Employees** – We hire and develop industry experts that understand the needs and goals of the customer, cross functionally, and demonstrate they can operate collaboratively as a high-performing team. They must possess the highest of values that align to our corporate culture catalysts.
- **Enablement** – Once we are awarded a project or a contract, we assemble a team of proven functional experts from that employee base and enable them on the unique and specific requirements and deliverables of the program, focusing on time to value and compliance.
- **Execution** – Once our high-performing team has been enabled, we put structured cadence and processes in place that align, manage, and measure the impact of WWT and our team members to the desired outcomes of a specific customer project and the overall program.

The state & local government and education market is a strategic focus for WWT. As a result, we have made substantial investments in building a high-performing team of experienced field resources and industry experts to support the mission of constituent-based outcomes. We have over 100 sales, operational, and technical resources dedicated to the state & local government and education market that would support this agreement as participating addenda are executed with states across the country. These resources are distributed in markets across the entire country to make sure when at all possible we have our people as close as possible to the customers. Many of our state & local government and education resources are deeply experienced in the market and have joined us from some of the very publishers in this solicitation, as well as from hardware OEM partners who also leverage OMNIA Partners as the preferred path to market. Therefore, we have a tremendous amount of OMNIA Partners experienced assets on the team to make sure we can deliver on our promise of world class execution.

In support of a resulting contract to WWT, we would provide all of the functional roles below from a field organization to support OMNIA Partners, participating states, and respective customers in their comprehensive software needs:

- **Client Manager(s)** – Manages the overall business relationship with each OMNIA Partners participating entity and their unique customers.
- **Consulting Systems Engineer(s)** – Develops the ongoing technical and solution partnership with each OMNIA Partners participating entity and their unique customers.



- **Regional Sales Manager** – First-line field leadership to build relationships with the senior leadership of the OMNIA Partners participating entities and each unique client and serves as an escalation point in times of such need.
- **Chief Technology Advisor** – Serves as a forward-looking innovation and strategy consultant to OMNIA Partners and clients to explore the evolution of and introduction of new software and SaaS technology that bring value to constituents.
- **Chief Digital Advisor** – Helps each individual client explore the external digital outcomes they are leveraging software to achieve and develops a methodology and process to get there, which includes coaching, ideation identifying, and involving all key stakeholders.
- **Services Consultant(s)** – Owns, collaboratively with client managers and consulting systems engineers, the relationship with each client, all scoping efforts and activities, the delivery and execution of the statement of work, and high-level engagement with the client through the delivery of the project.
- **Vice Presidents, State & Local Government and Education** – WWT will provide two Vice Presidents — one for the East and one for the West — who together serve as the most senior business leaders focused on the state & local government and education market at WWT. They will also function as executive sponsors of OMNIA Partners and participating states, and the most senior points of engagement and escalation for the client to within WWT.

Through the successful completion of many strategic projects, and in looking at best practices with our most substantial client partnerships within the government and education markets, we could suggest and deliver at a minimum and, if desired, the following key regular activities with our aligned resources:

- Introduction and relationship kickoff meeting(s) to identify and introduce key resources supporting the OMNIA Partners program for WWT
- Comprehensive overview and enablement of the wwt.com platform and our Advanced Technology Center providing a wealth of lab service, workshops, documentation and knowledge transfer, much of which is free, for the customer's unique and innovative technology needs
- Upon request, discuss capabilities and discuss "art of the possible" overview with key program resources
- Schedule regular relationship management cadence meetings or calls with program owners and project leaders for specific projects with unique customers
- Schedule optional quarterly technology and business briefings for all interested stakeholders at a participating state or a unique customer
- Offer an annual business review of all progress and key action items with the OMNIA Partners

Above and beyond our dedicated field resources, WWT would also provide additional high-value resources to the program to make sure program and individual customer projects are as efficient as possible through delivery and continuing all the way to customer delight. These would include, but would not be limited to:



- **Contract Manager** – A dedicated WWT contract manager accountable for the ongoing management, enablement, and administration of the OMNIA Partners program.
- **Legal Counsel** – The point of contact to support OMNIA Partners, and our internal contract manager on the initial contract execution of the master agreement, and any future modifications to the contract from a legal perspective.
- **Sales Operations Manager** – Leads a team of sales operations representatives that would facilitate and execute the quote to invoice process for each unique order associated with OMNIA Partners contract.
- **Director, Partner Strategy** – Serves as the WWT liaison between our contract management team, our field client teams, and the publishers represented on the contract for any supporting documentation and future adds or changes at the request of the OMNIA Partners contract.

We are confident about what you see here and will see throughout our response: WWT is heavily invested in the state & local government and education market, and has the appropriate resource expertise to execute on the scope in a manner that drives best-in-class, value-based outcomes with any resulting master agreement. We are committed to building a strategic partnership with the OMNIA Partners contract that focuses on your desired goals as the program and market evolves.

K. Public Agency Sales and Largest Customers

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Closing out December 2020 WWT SLED has 40+ dedicated account teams in the field. Our 2020 SLED revenue was \$300M with anticipated goal of \$1B in three years.

Below is several of our top customers and contract by revenue.

WWT Top 10 Public Agencies – 2020

	Agency	Purchases	Contact
1.	University of Florida Foundation	\$29,559,287.84	David Christie
2.	City of Seattle	\$14,059,929.25	Don Behrend
3.	University of Texas at San Antonio	\$12,615,000.00	Kendra Ketchum
4.	HMSA (Hawaii Medical Service Association)	\$9,652,188.07	Peter Lewis
5.	University of Missouri - Columbia, MO	\$5,309,328.00	Heather Reed
6.	City of Phoenix	\$5,283,151.60	Steen Hambric
7.	Denver International Airport	\$5,095,179.66	Steve Cooker
8.	State of Colorado - Office of Information Technology	\$4,792,707.20	Cody Scott
9.	University of South Florida	\$4,617,307.98	Alex Frias
10.	University of Arizona	\$4,112,987.00	Derek Masseth



L. Information System Capabilities

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

WWT uses a home built quoting system called ORCA, then order are won and pass through Oracle for processing. WWT does accept Purchase orders and credit cards.

WWT offers operational metrics and reports generated from our ERP and eCommerce systems and can be developed in accordance with agreed upon contract requirements. To support tactical needs, our operational reports provide transaction level information. For strategic planning, our metrics and statistical reports use the same data to provide analysis, trending and performance information related to a particular function over a period of time.

The following is a list of customizable reports that WWT can provide. These reports are available as soon as WWT starts leveraging the OMNIA contract and can be delivered per agreement.

- **Quote Metric Report.** This report provides quote header and line level detail providing visibility into your open opportunity pipeline.
- **Booked Order Report:** This report provides header and line level detail providing visibility into your booked orders.
- **Order Tracking Report.** This report provides both shipped and open line level information for each order booked.
- **Monthly and Quarterly Spend.** This report provides customer invoice data for a specific time period.

M.

This Section Intentionally Omnitted

N. Strategy for Converting Agency-Generated Solicitations

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

Agreed and confirmed.

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

Agreed and confirmed.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

WWT will always provide the customer the best pricing option possible. Regardless if the OMNIA Partners contract is not being used.

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

WWT will always provide the customer the best pricing option possible. Regardless if OMNIA Partners contract is not being used.

Detail Supplier's strategies under these options when responding to a solicitation.

The product discount structure and services rate card outlines are intended to provide a starting point for pricing framework. There are multiple factors that may further impact the discount structure including:

- Volume and size of product orders
- Competitive solicitations resulting in further OEM pricing discount structure
- OEM special pricing incentives for products
- Duration and size of services resource requirements or project size.

The above factors will impact the final pricing to customers.

Contract Reporting Capabilities

We can also identify multiple contracts through our robust reporting capabilities for our SLED contracts. We generate hundreds of reports monthly and quarterly for each one of our SLED contracts. Each is



uniquely developed based on the contract requirements. The amount of data we collect from our ordering systems allows us to have the ability to customize the reports for more granular content.

Here are just some of the categories of data we collect and report from.

Account Code	Inv Customer Trx Id	Ship To Address3
Account ID	Inv Customer Trx Line Id	Ship To Address4
Account Name	Inv Entered Amount	Ship To City
Addl WWT Discount Ext Ent	Inv Entered Currency Code	Ship To Contact Area Code
Addl WWT Discount Ext Func	Inv Exchange Date	Ship To Contact Area and Phone
Addl WWT Discount Ext Gbl	Inv Exchange Rate	Ship To Contact Email
Addl WWT Discount Unit Ent	Inv Exchange Rate Type	Ship To Contact Name
Adjustment Comments	Inv Functional Currency Code	Ship To Contact Phone Number
Adjustment Reason	Inv Line Type	Ship To Country
Ar Adjustment Number	Inv Percent	Ship To County
Average Cost Variance	Invoice Date	Ship To Customer ID
Average Cost Variance Global	Invoice Line Number	Ship To Customer Name
Backlog Scheduled Ship Date	Invoice Number	Ship To Customer Number
Bill To Address Usa Formatted	Invoice Profitability	Ship To Postal Code
Bill To Address1	Item Description	Ship To Province
Bill To Address2	Item Number	Ship To Region
Bill To Address3	Item Type	Ship To State
Bill To Address4	Last Refresh Date	Small Business
Bill To City	Last Update Date	Small Disadvantaged
Bill To Country	List Price	Sold To Customer ID
Bill To County	Manual Rebate Unit Ent	Sold To Customer Name
Bill To Customer ID	Manufacturer	Sold To Customer Number
Bill To Customer Name	Manufacturer ID	Split Sales Ord Process Flag
Bill To Customer Number	Max Delivery Date	Srv Dsbl Vet Owned
Bill To Postal Code	Metric Program	Sub Program Curr
Bill To Province	Mfg Part Number	Sub Program Hist
Bill To State	Min Own Asian	Sub Program Yend
Business Segment	Min Own Black	Total Consigned Cost
Buyer	Min Own Ethnic	Vendor Name
Calc Rebate Ext Ent	Min Own Hispanic	Vendor Quote Number
Calc Rebate Ext Func	Min Own Native American	Vendor Site Code
Calc Rebate Ext Gbl	Min Own Other	Vertex Product Class Code
Calc Rebate Unit Ent	Min Own Pac Islander	Vertex Product Class Desc
Calculated Cost	Min Owned	Veteran Owned
Calculated Cost Global	Mtl Bom Flag	WMSID Attribute1
Cisco SO	Mtl Costing Status	WMSID Context
Cloud As Of Date	Mtl Org Code	WWT PO Number
Collector	Mtl Org Name	WWT Source
Commodity	Mtl Total Transaction Qty	WWT Stocking PO Number
Company Code	Non Minority	Woman Own Asian
Company Name	None	Woman Own Black
Cost Center	OE Agreement Name	Woman Own Caucasian
Cost Center Code	OE Agreement Num	Woman Own Hispanic
Creation Date	OE Agreement Type Code	Woman Own Multi Ethnic
Customer Category	OE Booked Date	Woman Own Native American
	OE Inv Interface Status Code	Woman Own Other
	OE Line Category Code	Woman Own Pacific Islander
		Woman Owned

Partner Name:World Wide Technology, LLC			Reporting Rows		Update Row Count		Remove Blank Rows		
State/Contract ID:WA - NVP #AR233 (14-19)									
Reporting Period Ending Date:12/31/2020									
Contact Name:Carol Harting									
Contact Phone:314-919-1400									
Contact Email:carol.harting@wwt.com			Auto Format Column Width						
PO# for Admin Fee Invoicing:AR233 WA Q4 2020									
Cisco Sales Order or Dist Transaction ID		Partner PO Number (To Cisco or Dist)	Partner PO Date (To Cisco or Dist)	Customer Name	Partner Assigned Customer ID	Customer Type	Partner to Customer Invoice Number for Transaction	Partner to Customer Invoice Date for Transaction	Customer PO
111395089		3802730	11/03/2020	Port of Seattle	n/a	Gov-Local (City, Parish,	5864668	11/06/2020	A-000028827
111461417		3807414	11/16/2020	Port of Seattle	n/a	Gov-Local (City, Parish,	5875346	11/18/2020	A-000028827
111395089		3802730	11/03/2020	Port of Seattle	n/a	Gov-Local (City, Parish,	5864668	11/06/2020	A-000028827
3802717		3802717	11/03/2020	Port of Seattle	n/a	Gov-Local (City, Parish,	5863336	11/05/2020	A-000028827
111408756		3803629	11/05/2020	Port of Seattle	n/a	Gov-Local (City, Parish,	5874565	11/18/2020	A-000028827
111408756		3803629	11/05/2020	Port of Seattle	n/a	Gov-Local (City, Parish,	5874565	11/18/2020	A-000028827
3815455		3815455	12/08/2020	Port of Seattle	n/a	Gov-Local (City, Parish,	5897146	12/11/2020	A-000028841
3815455		3815455	12/08/2020	Port of Seattle	n/a	Gov-Local (City, Parish,	5897146	12/11/2020	A-000028841
111703046		3822006	12/28/20	Port of Seattle	n/a	Gov-Local (City, Parish,	5913580	12/31/20	A-000028851



Type of Sale	Product/Service SKU OR "Basic Install & Config"	Product/Service Description OR "Basic Install & Config"	Prod/Svc Qty OR B/C Hours	Product/Service Unit List Price OR B/C Hourly Rate	Product/Service B/C Total Net Amount	Product/Service Discount %
Services->SMARTnet->Government->1-CON-ECMU-LICCI1CMS		SWSS UPGRADES UC Manager-12.x Esse	65	\$ 7.00	\$ 354.90	22.00%
Services->SMARTnet->Government->1-CON-SNT-VG310ICV		SMARTNET 8X5XNBD Cisco VG310 - Modu	3	\$ 475.00	\$ 1,111.50	22.00%
Product->New	LIC-CUCM-12X-ESS	UC Manager-12.x Essential User License	65	\$ 40.00	\$ 1,043.90	59.85%
Product->New	VG310	Cisco VG310 - Modular 24 FXS Port Voice	3	\$ 6,170.00	\$ 7,428.96	59.87%
Product->New	AIR-AP3802I-B-K9	802.11ac W2 AP w/CA, 4x43, Mod, Int Ai	6	\$ 1,912.00	\$ 5,754.84	49.84%
Product->New	AIR-DNA-P-3Y	CISCO DNA Premier Term Wireless 3Y	6	\$ 827.89	\$ 2,483.70	50.00%
Product->New	WS-C3650-24PD-S	Cisco Catalyst 3650 24 Port PoE 2x10G 1	1	\$ 8,188.53	\$ 4,536.00	44.61%
Product->New	C3650-STACK-KIT=	Cisco Catalyst 3650 Stack Module Spare	1	\$ 1,939.00	\$ 895.00	53.84%
Services->SMARTnet->Government->1-CON-SW-WSC365FD		Cisco Catalyst 3650 48 Port Full PoE 2	1	\$ 664.00	\$ 579.15	12.78%
Services->SMARTnet->Government->1-CON-SNT-A12K8		ASA 5512-X with SW, 6GE Data, 1GE	1	\$ 788.75	\$ 657.48	14.47%
Services->SMARTnet->Government->1-CON-SNT-2901V		ASISA 2901 Voice Bundle. PVDM3-16.	1	\$ 664.00	\$ 565.38	14.85%

\$672,866.58			\$1,682.17	\$10,093.00
Product/Service B/C Total Net Amount	Product/Service Discount %	Product/Service Unit Net Price OR B/C Hourly Rate	Contract Admin Fee Amount	State Admin Fee Amount
\$ 354.90	22.00%	\$5.46	\$0.89	\$5.32
\$ 1,111.50	22.00%	\$370.50	\$2.78	\$16.67
\$ 1,043.90	59.85%	\$16.06	\$2.61	\$15.66
\$ 7,428.96	59.87%	\$2,476.32	\$18.57	\$111.43
\$ 5,754.84	49.84%	\$959.14	\$14.39	\$86.32
\$ 2,483.70	50.00%	\$413.95	\$6.21	\$37.26
\$ 4,536.00	44.61%	\$4,536.00	\$11.34	\$68.04
\$ 895.00	53.84%	\$895.00	\$2.24	\$13.43
\$ 579.15	12.78%	\$579.15	\$1.45	\$8.69

NCPA 01-97 Report	Vendor Name:	World Wide Technology				Reporting Month:	Oct-20

MSRP	Quantity Sold	End User Price per unit	Total	Admin Fee	Reseller PO to SYNEX	SYNNEX Sales Order Number (s)
209.00	6	205.00	\$ 1,230.00	\$ 9.84	3790946	9301765
134.00	400	132.00	\$ 52,800.00	\$ 422.40	3793672	9312435
709.00	12	522.53	\$ 6,270.36	\$ 50.16	3779850	9257339
18.20	30	10.40	\$ 312.00	\$ 2.50	3795064	9318058



A. Appendix D, Exhibit D and F

i. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Appendix D, Exhibit F are included on the following pages. WWT will not offer products or services in New Jersey and has not included Exhibit G.

EXHIBIT F FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity.

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and



(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Version September 29, 2020



Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES JS Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Version September 29, 2020



Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant 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 covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).



Does offeror agree? YES JB Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES JB Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES JB Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES JB Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: WORLD WIDE TECHNOLOGY, LLC

Address, City, State, and Zip Code: 1 WORLD WIDE WAY, ST. LOUIS, MO 63146

Phone Number: 314-569-7000 Fax Number: 314-301-2721

Printed Name and Title of Authorized Representative: Gregory Brush, Vice President

Email Address: greg.brush@wwt.com

Signature of Authorized Representative: [Signature] Date: 1/19/21



FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- Equal opportunity and nondiscrimination laws
- Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV-7
- Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and



5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and ~~any and all~~ subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are ~~activated~~ and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200. Appendix II. Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, ~~disability~~ or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, ~~recruitment~~ or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.



(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the

Version September 29, 2020



contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Version September 29, 2020

- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section ~~and also~~ a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

- b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.



- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

*Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

Version September 29, 2020

- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the

Version September 29, 2020



- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."



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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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, WORLD WIDE TECHNOLOGY, LLC, 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

Gregory Brush, Vice President

Name and Title of Contractor's Authorized Official

1/19/21

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the

Version September 29, 2020

contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.]

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.



- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."



Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

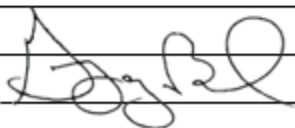
Offeror's Name: WORLD WIDE TECHNOLOGY, LLC

Address, City, State, and Zip Code:
1 WORLD WIDE WAY, ST. LOUIS, MO 63146

Phone Number: 314-569-7000 Fax Number: 314-301-2721

Printed Name and Title of Authorized Representative: Gregory Brush, Vice President

Greg.brush@wwt.com
Email Address:

Signature of Authorized Representative: 

Date: 1/19/21



B. Emergency Orders

iv. Describe how Offeror responds to emergency orders.

Upon receipt of an order that has been deemed an emergency, WWT will process the order with the OEM/Vendor and utilize our partner relationships request the product be expedited for manufacturing and or shipping to provide the best possible date based on OEMs material availability.

C. Average Fill Rate

v. What is Offeror's average Fill Rate?

WWT resells OEM equipment and does not stock or manufacture equipment. Immediate product availability is determined on the manufacturer or vendors stock/lead time at the time WWT places the order.

D. Average On Time Delivery Rate

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

WWT resells OEM equipment and does not stock or manufacture equipment. Immediate product availability is determined on the manufacturer or vendors stock/lead time at the time WWT places the order. WWT works with the OEM to have product delivered as soon as possible based on the customer's timelines. Once the product is in transit with a carrier it could be subject to COVID impacts.

E. Return and Restocking Policy

vii. Describe Offeror's return and restocking policy.

Return Material Authorization (RMA) Policy: WWT deals with many manufacturers and products, many of which have specially mandated return policies. By referencing specific program contracts to find any variations to these guidelines, the WWT program manager will work with the appropriate resources to determine the correct return policy when necessary. Our standard practice is to assist our customers in engaging the product manufacturer and associated support services to resolve any issues that may arise. As part of the program management team, the WWT inside sales procurement specialist dedicated to your program will have the necessary skills and knowledge to handle all Return Material Authorization (RMA) requirements. Customer satisfaction is our number one priority. Our goal is to ensure that every order is received intact by the customer, exactly as ordered. WWT recognizes that products may not arrive as expected for a variety of reasons, and the following general guidelines have been implemented to facilitate the return of the product to WWT.

Claims or Discrepancies in Shipments: Materials delivered via carrier from WWT should not be accepted from the carrier without the proper notification on the carrier documentation of any damage discovered upon receipt. Following receipt of damaged material, our customer service or contract administrator should be notified within a mutually agreed-upon timeframe of damage discovery. Failure to note damage within the agreed-upon timeframe will result in the assumption that WWT has fulfilled its obligation to deliver such products in acceptable condition. All claims or discrepancies in shipments must be made within five business days of the customer's merchandise receipt.

Customer-Initiated Returns: All return requests, which can be initiated via telephone or our online RMA form accessed from WWT's Order Tracking application, should be made within the agreed-upon time



frame of receipt of merchandise. The material should not be returned without prior advance authorization from WWT's customer service representatives. WWT will grant an RMA for any non-conforming shipment (product that is either damaged or does not otherwise conform to the specific ordering instructions provided with the customer's order). Return authorization for all other returns not fitting into the non-conforming category or returned after the initial agreed-upon timeframe shall be at WWT's sole discretion.

Once contacted, the customer service representative will provide an RMA number and designated ship-to for the returned merchandise. The RMA number should be clearly visible on the packing slip and the outside of the carton or envelope to be returned. C.O.D. returns will not be accepted. The RMA number will be honored for only one order and must match the product authorized for return. The RMA number will be valid for 30 days from the date WWT issued the RMA. Merchandise should be returned in its original packaging, along with any certifications, instructions, etc. The burden of return shipment costs will be in accordance with the resulting Master Service/Product Agreement.

Process for Issuing Credits: Once WWT approves an RMA, the customer returns the product. WWT issues credits once we receive credits from the OEM being utilized, so the timeline and restocking fee depends upon the OEM.

Products may only be returned in accordance with the original manufacturer's RMA policy.

Items returned after 30 days of receipt may not be returnable due to vendor restrictions.

F. Warranty Beyond Manufacturer's Standard

viii. Describe Offeror's ability to meet service and warranty needs beyond manufacturers standard.

Warranties

- a. **Products:** WWT is a reseller of information technology products, which includes hardware, software and firmware ("Products"). Buyer understands that WWT is not the manufacturer of the Products purchased by Buyer hereunder, and the only warranties offered are those of the manufacturer, not WWT. In purchasing the Products, Buyer is relying on the manufacturer's specifications and services descriptions only and is not relying on any statements, specifications in brochures, photographs or other illustrations representing the Products that may be provided by WWT.

In certain situations where a bulk order is being placed and WWT is providing staging and logistics for project rollout leveraging our Integration Centers, WWT can work with the customer and OEM to insure that the product warranty start dates align with customer receipt of product for installation.

- b. **Services:** With respect to any services provided by WWT ("WWT Services"), WWT represents and warrants that the WWT Services will be performed in a professional and workmanlike manner, in accordance with industry standards. Buyer acknowledges and agrees that, in some instances, WWT may act as a reseller of certain original equipment manufacturer ("OEM") services, such as maintenance, support and advanced services ("OEM Services"). WWT is not the provider of the OEM Services, and OEM Services are purchased pursuant to the terms and conditions offered by the provider of such services. Upon Buyer's request, WWT will obtain a copy of such terms from the provider. The OEM Services providers are not agents of WWT. The third party service provider is the only party responsible for providing OEM Services to Buyer. Buyer will look solely to the third



party service provider for any loss, claims or damages arising from or relating to the purchase or provision of the OEM Services. Buyer hereby releases WWT and affiliates from any and all claims arising from or relating to the purchase or provision of any OEM Services. Services may be subject to tax.

G. Customer Fulfillment Process

ix. Describe Offeror's customer fulfillment process

Once Region 4 ESC and OMNIA Partners has identified what they would like to purchase from WWT, they will reach out to their WWT Inside Sales Representative for a price quote. WWT will provide a quote for the customer that will be turned into a customer Purchase Order. The WWT Inside Sales Rep will work with the WWT Procurement team to process the Purchase Order with the OEM. OEM will manufacture product and send it directly to the customer's ship to address specified on their Purchase order.

H. Customer Service/Problem Resolution Process

x. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

World Wide Technology is committed to the highest standards of quality and customer satisfaction and problem resolution, utilizing a quality management system that is comprised of integrated processes around leadership, planning, support, operation, performance evaluation and improvement.

The key to customer service support and problem resolution is to assign an Account Team within each market to align with each customer. The Account Team is comprised of the following;

Account manager

As the primary point of contact, the Account Manager (AM) serves as the customer advocate and is responsible for understanding customer requirements and coordinating business solutions. The AM leads the internal support team and works with OEM representatives to propose the optimal technology or platform to meet the customer's needs. The AM will be responsible for problem resolution, escalation, pricing and meeting with customers for review and planning meetings.

Consulting Systems Engineer

Pre-sales engineer that translates customers networking, collaboration, video, wireless, storage, server, virtualization, data center and security business requirements into specific product and/or service solutions.

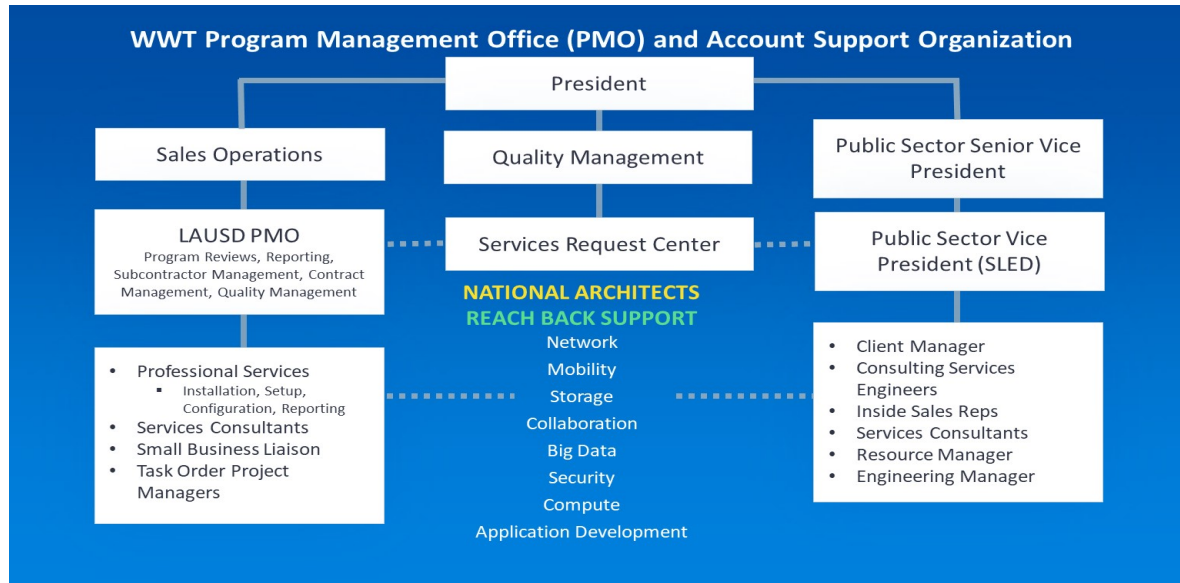
Services Consultant

Meets with customer managers to discuss existing projects, timelines, resourcing gaps within the organization and possible solutions.

Project Coordinator

Assist with or manage the oversight of all aspects of project life cycle to include initiation, planning, execution, controlling and closing; taking project through final implementation. Manage changes to the project scope, project schedule, and project costs.

The following is a sample organizational chart of team that will support:



I. Invoicing Process

xi. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

WWT will invoice customer upon shipment of product from the OEM, and payment terms are net thirty (30) days from date of WWT's invoice.

WWT does take Credit Cards and P-Cards and there could be up to a 3% fee for each transaction.

J. Contact Implementation/Customer Transition Plan

xii. Describe Offeror's contract implementation/customer transition plan.

Section 3.3 Marketing and Sales, above, outlines the implementation and transition plan for rolling out the Region 4 ESC OMNIA Partners contract to new and existing customer base.

K. Financial Condition

xiii. Describe the financial condition of Offeror.

WWT's revenue was nearly \$13 billion in 2020. WWT is privately owned and has been for our entire 30-year history. WWT is an exceptionally stable company, with an uncommonly large \$2 billion line of credit. A testament to WWT's financial strength, this ample credit line provides WWT with the ability to fulfil orders immediately, and it enables us to remain a reliable partner for years to come.



L. Website Capabilities and Functionality

xiv. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

WWT can provide a web portal for on-line order management as required for each customer. This would not be generic web-based ecommerce site but a custom portal specific to each customer needs.

A complete listing of WWT's SLED contracts can be found on this page.

<https://www.wwt.com/state-contracts>

We list all of the SLED contracts by State. If you click each State, you can see the list of contracts available per State. Example below is the available contract for Ohio.

State of Ohio Contract

WWT holds several contracts directly with a state/agency or organization within a state, as well as cooperative procurement vehicles.

State of Ohio, Department of Administrative Services Cisco Hardware and Software; State term schedule STS-033

- Contract Number: 533110-3-33
- Contract Expiration: 6/30/2022
- Products and Services Offering: Cisco Hardware and Software
- Contract Eligible Entities: Ohio State agencies, as well as properly registered political subdivisions. Additionally, state universities, vocational schools, community colleges, and other institutions of higher education may use this contract. But such use is subject to those entities meeting all requirements under their procurement authority.
- Special Ordering Instructions: For order inquiries, please contact your WWT Account Manager (AM) and/or Inside Sales Representative (ISR). If you do not know who your AM or ISR is, please contact [Carol Harting](#) at carol.harting@wwt.com.
- WWT Contract Manager: [Contact Contract Manager](#)

Below is an example of how a WWT Held Direct contract can be listed on our website.

State of Texas Department of Information Resources IT Security Products & Services Contract #DIR-TSO-4135

DIR-TSO-4135 – IT Security Products & Services

Please see the [DIR contract website](#) for more information.

Contract Overview

World Wide Technology offers information technology security (ITS) hardware, software and services, for several brands through this contract. This Contract may be used by the state and local government, public education, other public entities in Texas, as well as public entities outside the state. Visit the DIR's [Cooperative Contracts](#) page for more information on customer eligibility requirements and customers outside the State of Texas. This contract does not allow for resellers.



Contract Documents

[DIR-TSO-4135 Contract](#)

DIR-TSO-4135 Amendment 1 (see **Associations below**)

[DIR-TSO-4135 Appendix A Standard Terms and Conditions](#)

DIR-TSO-4135 Appendix C Pricing Index (per Amendment 1) (see **Associations below**)

How to order

For product and pricing information, contact [Carol Harting](#) at (314) 995-6103

Generate a purchase order made payable to World Wide Technology. You must reference the DIR Contract Number **DIR-TSO-4135** on your purchase order.

E-mail or fax your purchase order and quote form to [Carol Harting](#).

Manufacturer Specifications and Pricing

Bomgar/BeyondTrust (See associations below)

CA Technologies (See associations below)

Fortinet (See associations below)

McAfee (See associations below)

MicroAssist (See associations below)

Palo Alto (See associations below)

Riverbed (See associations below)

RSA (See associations below)

Semper Feye (See associations below)

Spinski (See associations below)

Splunk (See associations below)

Symantec (See associations below)

Tanium (See associations below)

Product Warranty and Return Policy



WWT is a reseller of third party products and sells pursuant to the manufacturer's warranty. Customer understands that Vendor is not the manufacturer of the Products or the provider of any OEM Services. Vendor will ensure that all Products sold hereunder are new and are covered by the manufacturer's standard warranty as made available by the manufacturer. To the extent transferable, Vendor will pass through to Customer any warranty extended to Vendor by the original manufacturer.

Return Policy: Products may only be returned or cancelled in accordance with the manufacturer's return policy.

Manufacturer Warranty Policies (see Policy Below)

Contract details

Vendor ID: 1431912895600

HUB Type: Non HUB

DIR Contract Number: DIR-TSO-4135

Contract Term End Date: 5/2/2021

Contract Exp Date: 5/2/2022

Contact World Wide Technology

[Carol Harting](#)

Phone: (314) 995-6103

Fax: (314) 919-1470

Electronic and Information Resources (EIR) Accessibility

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Additional Resources

[Bomgar/BeyondTrust](#)

[CA Technologies](#)

[Fortinet](#)

[McAfee](#)

[MicroAssist](#)

[Palo Alto](#)

[Riverbed](#)

[RSA](#)

[Semper Feye](#)



[Spinski](#)
[Splunk](#)
[Splunk](#)
[Tanium](#)

Contract and Warranty Resources

- [DIR-TSO-4135-AMD-1.pdf](#)
- [DIR-TSO-4135_Appendix_C_Pricing_Index_per_Amendment_1.pdf](#)
- [Manufacturer-Warranty-Policies_v2.pdf](#)

State Contracts

Simplifying IT procurement for state and local government agencies.

WWT holds more than 130 contract vehicles in 27 States: Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Florida, Hawaii, Illinois, Iowa, Kansas, Louisiana, Minnesota, Missouri, New Mexico, New York, Ohio, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Washington and Wisconsin.

Our contract vehicles allow state and local government agencies, such as cities and counties, K-12 school districts and higher education institutions, to streamline and simplify their entire IT procurement process from a single source at a substantial savings. Through our contract vehicles, customers can avoid the solicitation process, save resource time, and receive exceptional customer service and competitive pricing.

View the complete list of contracts held by WWT by state below:

- [Alaska](#)
- [Arizona](#)
- [Arkansas](#)
- [California](#)
- [Colorado](#)
- [Connecticut](#)
- [Florida](#)
- [Hawaii](#)
- [Illinois](#)
- [Iowa](#)
- [Kansas](#)
- [Louisiana](#)
- [Minnesota](#)
- [Missouri](#)
- [New Mexico](#)
- [New York](#)
- [Ohio](#)
- [Pennsylvania](#)
- [South Carolina](#)
- [South Dakota](#)
- [Tennessee](#)
- [Texas](#)
- [Utah](#)
- [Virginia](#)
- [Washington](#)
- [Wisconsin](#)
- [Multi-state](#)
- [DIR IT Security Contract](#)



M. Safety Record

xv. Describe the Offeror's safety record.

Occupational Health and Safety

We maintain a comprehensive, corporate-wide occupational health and safety compliance assurance program based on global regulatory requirements, industry standards and best practices to provide a safe and injury-free workplace for our employees. Health and safety training help employees understand their safety responsibilities and covers information needed for specific jobs (such as ergonomics and electrical safety).

Our Occupational Health and Safety Program includes:

- Continuous assessment of occupational health and safety risks
- Training and promotional activities to raise employee safety awareness
- Thorough investigation of incidents to determine root causes and take actions to prevent recurrence

The company continues to work toward a goal of a reduction in incidents year over year through focused analysis of incident history, work place safety inspection results and employee engagement to determine actions necessary to improve performance. This information is reviewed and actions determined during regularly scheduled safety steering committee meetings that include representation from executive management and all affected areas of the company

Injuries and Lost Time Reporting WWT has maintained an injury and lost time rate at or below the average rate for organizations within the same NAIC code for the past three years:

Injuries and Lost Time			
	2017	2018	2019
TIR/TRCR	0.5	0.84	0.81
LWCR	0.27	0.52	0.44
DART	0.36	0.64	0.61
ERM	0.51	0.51	0.45

TIR/TRCR: Total Recordable Case Rate = (Total Recordable Cases X 200,000)/Hours

LWCR: Lost Workday Case Rate = (Number of Lost Workday Cases X 200,000)/Hours

DART: Days Away from work, job Restrictions, and/or job Transfers = Total # of injuries & Illnesses w/Days Away + Total # of Injuries & Illnesses w/Restricted Work/Hours

ERM: Experience Modification Rate (adjustment of annual workers' compensation insurance premium based on previous loss experience)



N. Additional Information

xvi. Provide any additional information relevant to this section.

No further details. Section above provides requested details.

TAB 4 – Qualification and Experience



4.0 Qualification and Experience

A. Company History

- i. *Provide a brief history of the Offeror, including year it was established and corporate office location.*

World Wide Technology: History and Mission

Founded in 1990, World Wide Technology (WWT) has grown from a small product reseller into a global systems integrator with nearly \$12 billion in annual revenue and more than 6,000 employees throughout the world. WWT brings an innovative and proven approach to how organizations explore, evaluate, architect, and implement multi-vendor solutions. With the continuous evolution of technology, organizations' IT staff members are often reduced to evaluating one-off, emerging technology products. WWT recognized this problem and built an IT innovation ecosystem to eliminate the pain of evaluating new technology and help our customers reach their desired outcomes.

WWT Fast Facts

- Business partner for more than 70 Fortune 100 companies
- More than 4 million square feet of global warehouse space dedicated to supply chain solutions
- Consistently ranked on Fortune's "100 Best Companies to Work For" list
- Received Glassdoor's "Employee Choice Award" for being one of the best places to work
- Recognized as a best workplace for Women, Diversity, Millennials and Parents
- Ranked #11 on Great Place to Work's "Best Workplaces in Technology" list in 2019
- Ranked #27 on Forbes' "America's Largest Private Companies" list
- Strong financials: \$2 billion credit line; compound annual growth rate averaging 15%
- ISO 9001:2015 and TL9000:2016 certified facilities
- Nationally certified Minority owned Business Enterprise (MBE)

For more than 30 years, we have educated companies on how technology can drive efficiency and scale within their organizations. Our early experience with architecting complex infrastructure solutions established credibility within organizations, but it was our willingness to look beyond the technology and drive to an organization's desired business outcomes that solidified WWT as a trusted consultative partner. This shift has resulted in WWT taking the lead on transformation initiatives for numerous Fortune 500 companies and government entities.

Our Vision, Mission and Core Values

At WWT, culture is key to our long-term success as a company. We develop our culture in support of our vision to be the best technology solution provider in the world. Culture is also the driving force of our mission to create a profitable growth company that is also a great place to work.

As we grew, WWT developed a set of core values to act as a path for our collective attitudes, beliefs and behaviors that define who we are, how we act and how we make decisions. Following our core values, individually and collectively, helps us to make better decisions for

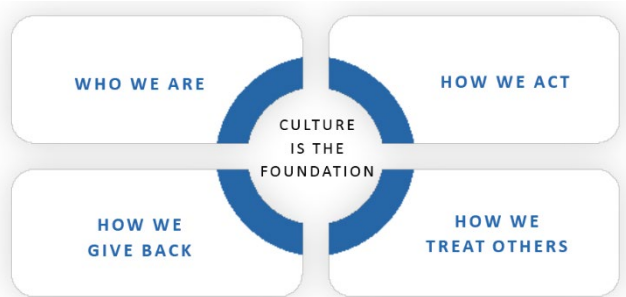
our customers and guides our decisions as a responsible corporate citizen.

B. Company Reputation

ii. Describe Offeror's reputation in the marketplace.

At WWT, culture is key to our long-term success as a company. We develop our culture in support of our vision to be the best technology solution provider in the world. Culture is also the driving force of our mission to create a profitable growth company that is also a great place to work.

As we grew, WWT developed a set of core values to act as a path for our collective attitudes, beliefs and behaviors that define who we are, how we act and how we make decisions. Following our core values, individually and collectively, helps us to make better decisions for our customers and guides our decisions as a responsible corporate citizen.



As listed in section above, WWT enjoys a stellar reputation in the marketplace as indicated by the following recognitions:

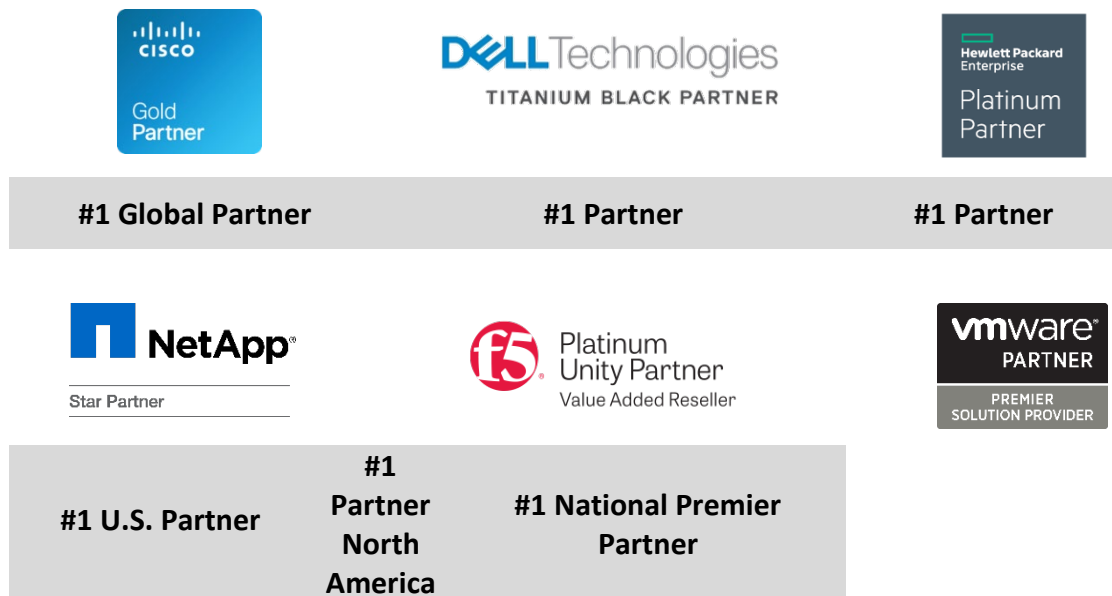
- Consistently ranked on Fortune's "100 Best Companies to Work For" list
- Received Glassdoor's "Employee Choice Award" for being one of the best places to work
- Recognized as a best workplace for Women, Diversity, Millennials and Parents
- Ranked #11 on Great Place to Work's "Best Workplaces in Technology" list in 2019
- Ranked #27 on Forbes' "America's Largest Private Companies" list

C. Company Reputation of Products and Services

iii. Describe Offeror's reputation of products and services in the marketplace.

WWT partners with the world's leading technology manufacturers and maintain the highest levels of certification to offer customers hardware and software solutions that drive and improve their business. These manufacturers can be evaluated in our Advanced Technology Center (ATC) and range from Silicon Valley heavyweights like Cisco, VMware, NetApp, Dell Technologies, HPE and several others, to emerging technology players like Tanium and Dedrone. Individually these companies are impressive, but when integrated with WWT, we create game-changing solutions.

Our top OEM partners are listed below:



D. Key Personnel Experience

iv. Describe the experience and qualification of key employees.

Please see "Section 3. Appendix D, Sub-Section G – Key Personnel" for a list of personnel who are responsible for manage the OMNIA Contract.

WWT will also assign highly qualified and experienced key personal in each market to work with customers to leverage and grow the OMNIA contract. The following provides all of the functional roles description from the field organization to support Region 4 ESC and OMNIA Partners, participating states, and respective customers in their comprehensive technology needs:

- **Client Manager(s)** – Manages the overall business relationship with each 4 ESC participating entity and their unique customers.
- **Consulting Systems Engineer(s)** – Develops the ongoing technical and solution partnership with each OMNIA Partners participating entity and their unique customers.



- **Regional Sales Manager** – First-line field leadership to build relationships with the senior leadership of the OMNIA Partners participating entities and each unique client and serves as an escalation point in times of such need.
- **Chief Technology Advisor** – Serves as a forward-looking innovation and strategy consultant to OMNIA Partners and clients to explore the evolution of technology and business needs.
- **Chief Digital Advisor** – Helps each individual client explore the external digital outcomes they are leveraging to achieve and develops a methodology and process to get there, which includes coaching, ideation identifying, and involving all key stakeholders.
- **Services Consultant(s)** – Owns, collaboratively with client managers and consulting systems engineers, the relationship with each unique client, all scoping efforts and activities, the delivery and execution of the statement of work, and high-level engagement with the client through the delivery of the project.
- **Vice Presidents, State & Local Government and Education** – WWT will provide two Vice Presidents — one for the East and one for the West — who together serve as the most senior business leaders focused on the state & local government and education market at WWT. They will also function as executive sponsors of OMNIA Partners and participating states, and the most senior points of engagement and escalation for the client to within WWT.

Above and beyond our dedicated field resources, WWT would also provide additional high-value resources to the program to make sure program and individual customer projects are as efficient as possible through delivery and all the way to customer delight. These would include, but would not be limited to:

- **Contract Manager** – A dedicated WWT contract manager accountable for the ongoing management, enablement, and administration of the OMNIA Partners program.
- **Legal Counsel** – The point of contact to support OMNIA Partners, and our internal contract manager on the initial contract execution of the master agreement, and any future modifications to the contract from a legal perspective.
- **Sales Operations Manager** – Leads a team of sales operations representatives that would facilitate and execute the quote to invoice process for each unique order associated with OMNIA Partners contracts.
- **Director, Partner Strategy** – Serves as the WWT liaison between our contract management team, our field client teams, and the publishers represented on the contract for any supporting documentation and future adds or changes at the request of the OMNIA Partners contract.

We are confident about what you see here and will see throughout our response: WWT is heavily invested in the state & local government and education market, and has the appropriate resource expertise to execute on the scope in a manner that drives best-in-class, value-based outcomes with any resulting master agreement. We are committed to building a strategic partnership with the OMNIA Partners contract that focuses on your desired goals as the program and market evolves.



E. Experience Working with Government Sector

v. Describe Offeror's experience working with the government sector.

The state & local government and education market is a very strategic focus for WWT. As a result, we have made substantial investments in building a high-performing team of experienced field resources and industry experts to support the mission of constituent-based outcomes. We have over 100 sales, operational, and technical resources dedicated to the state & local government and education market that would support this agreement as participating addenda are executed with states across the country. These resources are distributed in markets across the entire country to make sure when at all possible we have our people as close as possible to the customers.

Who We Serve

In support of our vision to be the best technology solution provider in the world, WWT dedicates resources and tailors products and services to meet the needs of commercial enterprises; federal, state and local government agencies; educational institutions; and service providers. We continue to stand by our goal of building and developing WWT intellectual property, products, and reference architectures to create differentiated value for our company, customers, and partners.

Global Commercial Enterprise

WWT conducts business with more than 70 Fortune 100 companies, ranging from financial institutions and healthcare providers to manufacturers, retailers and utility companies.

Public Sector

Federal Government

WWT offers IT procurement, logistics, software development and program management to a range of federal agencies and departments, including the Department of Justice and the Department of Defense. For 20 years, WWT has fulfilled products and services for a range of public engagements governed by Blanket Purchase Agreements; Indefinite Delivery, Indefinite Quantity contracts; GSA Multiple Award Schedules and various other agency-specific contracts.

State and Local Government

WWT has more than 20 years of experience helping state and local government agencies to innovate. Our experience spans a variety of agency functions and missions, including transportation, social services, public safety, administration, and information technology. We hold numerous state contracts for the procurement of products and services.

Education

WWT works with K-12 school districts and higher education institutions nationwide to provide advanced technology solutions ranging from remote learning and collaboration to high-speed wireless networks that support mobile devices across campuses. We also provide network- and physical-security solutions to promote student and staff safety and security. WWT works on E-rate- and non-E-rate-funded projects.

Global Service Providers

At WWT, our goal is to fundamentally transform the service-provider industry. Through our Idea-to-Outcome-based approach and global fulfillment, WWT enables service providers to deliver next-



generation technology platforms faster. WWT supports service providers by managing the planning, procurement and deployment of their technology and associated supply chain requirements.

F. Assistance with E-Rate Funding

vi. Describe in detail what level of assistance will be provided to a Participating Agency to secure e-rate funding. Identify how much effort will be required in obtaining this funding. Specify the services available to the agency for project planning, specialized program assistance, and other services provided to the agency dealing with the e-rate program.

WWT has been assisting School Districts across the nation since practically the inception of the E-rate program. Although we cannot help the District secure E-rate funding, as this action may be against E-rate program rules, we at WWT employ staff with over 25 years of experience working within the program. Several of them have held leadership positions as applicants, solution providers and manufacturers.

As a solution provider, WWT has the capability to assist the applicant as they submit the supporting documentation portion of the E-rate form 471 as well as assisting with common place E-rate performance Integrity Assurance (PIA) reviews and invoicing inquiries.

In terms of project planning, as it relates to an E-rate project, WWT, once again has the highly skilled resources to plan and implement an E-rate project and coincidentally this is an eligible E-rate service.

In conclusion, WWT has the solutions, resources and expertise to assist you in a variety of ways as you utilize the E-rate program to fund your technology needs.

G. Past Litigation, Bankruptcy, Reorganization and State Investigations

vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

WWT does not comment on the details of pending litigation. At this time there are no actions, suits or proceedings, pending or threatened, that are material to our organization, our financial stability or our ability to perform the business contemplated by this RFP.

H. Customer References

viii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and Annual Volume.

One of the leading indicators of our success as a products and professional services provider is the clients we serve, and how these clients feel about their experience with us. We encourage you to contact each reference to obtain their thoughts on our industry knowledge, collaborative approach, and overall level of professionalism.



Reference 1

Customer Information	
Entity Name: State of Missouri, Office of Administration – ITSD	Contact Name/Title: Steve Siegler, Deputy CIO
Customer Address: Jefferson City, MO 65101	Contact Phone: 573-751-9406
	Contact Email: steve.siegler@oa.mo.gov
Project Information	
Years Served:	5
Annual Volume:	
Description of Service: WWT provides to the State of Missouri the full line of Cisco networking products and services including presales support; installation; engineering help desk, telephone, and electronic support; Cisco SMARTnet branded maintenance; training and professional services for agencies in the State of Missouri. WWT provides professional services to support the design, acquisition and implementation of the State's network and network applications and in concert with the provision of Cisco hardware and software products acquired by the State. WWT provides pre-sales design and engineering support to the state agency to allow the state agency to process an order, including current and new product information, configuration assistance and product pricing. WWT provides pre-sales design and engineering support on-site, by telephone and by email. WWT assists in providing available Cisco certified training, when requested by the state. WWT provides SMARTnet maintenance services for hardware and software on-site in accordance with Cisco's coverage areas within the State of Missouri (both during and after the warranty). WWT provides advanced parts replacement not involving on-site personnel. WWT provides a range of other services including electronic ordering, electronic invoicing, procurement, staging, configuration, shipping, deployment, and reverse logistics as needed to support the above activities. All activities are managed by the Missouri-based Client Management Team. Project Examples: Office of Administration – Unified Communication Encryption Engagement The State of Missouri requested WWT to perform a configuration change to their Cisco UC and UCCE infrastructure to add end-to-end encryption for data in transit and at rest. This project was required by the State of Missouri, so they are compliant with the IRS Encryption Requirements of Publication 1075. Key Team Members included Sr. Voice Engineer, Sr. Voice Engineer UCCE, Sr. Project Manager, Command Center Architect, Client Manager, Consulting Systems Engineer. Missouri State Highway Patrol – Unified Communications Upgrade and Migration MSHP requested WWT's assistance upgrading their current UC environment from version 10.5(2) to recommended version 12.5SU1 or latest agreed-upon version. MSHP requested support of an experienced Cisco Voice Engineer to assist in planning and performing the Cisco UC upgrade alongside the MSHP voice team providing knowledge transfer throughout. Key Team Members include Sr. Voice Engineer, Project Manager, Command Center Architect, Client Manager, Consulting Systems Engineer.	



Missouri Lottery – Cisco Security Configuration Services

The Missouri Lottery requested WWT's assistance with configuring and fully operationalizing their Cisco Security technologies. These technologies include Cisco Firepower Threat Defense with FTD and ASA devices, Cisco Identity Services Engine, Cisco Stealthwatch Cloud (Private Network Monitoring), Cisco Umbrella, Threat Defense Dashboard, and AMP. All these technologies are deployed, but not configured to take full advantage of the product capabilities pertinent to the customer's requirements.

Key Team Members: Sr. Security Engineer, Project Manager, Command Center Architect, Client Manager, Consulting Systems Engineer

Reference 2

Customer Information	
Entity Name: Denver International Airport (City and County of Denver)	Contact Name/Title: Steve Coker, Sr. Manager of Voice & Data Infrastructure
Customer Address: Denver, CO 80249	Contact Phone: 303-513-0468
	Contact Email: Steve.coker@flydenver.com
Project Information	
Years Served:	5+
Annual Volume:	
Description of Service: Scope and deliverables, include number of resources engaged in multiple projects, timelines as follows: • Multi-year, Enterprise LAN/WAN Refresh, 2017-2019: All Cisco Network solution designed and deployed throughout Denver International Airport in a four-phase deployment. Utilized the WWT North American Integration Center ("NAIC") for configuration and optimization of the hardware and software. Multiple deployment engineers on site throughout each phase of the deployments including Project Manager and Project Coordinator used for this project. • Hybrid VBlock Converged Solution for two Active/Active data centers including VMAX, Isilon Block Storage; Data Center Networking; Security & Virtualization. Project began in 2015 and concluded in 2016. Utilized WWT NAIC for configuration and optimization of all solutions. Deployment engineers on site throughout delivery as well as a Project Manager. • Networking for Gate Expansion Project, 2019 – 2020: All Cisco Network solution designed and deployed in Concourse A, Concourse B, Concourse C, De-icing Stations, and NOC. Utilized the WWT NAIC for configuration, optimization, and asset tagging of all hardware and software for the project. • Enterprise Wireless Solution for Main Terminal, Concourses, Underground Trains, Land Side, Out Buildings, Hangars and 54-mile campus at Denver International, 2012-ongoing: Full design and deployment. Utilized the WWT NAIC for configuration and optimization of the hardware and software. n-site deployment engineers; Project Manager, Project Coordinator staffed the deployment of this project. • Great Hall Remodel Network & Data Center capacity add, 2020: Capacity add to Dell/EMC V-blocks & Isilon in the Data Centers, Network Capacity add for the Great Hall/Main Terminal area. Utilized the WWT NAIC for configuration and optimization of the hardware and software as well as for asset tagging of the hardware.	



Reference 3

Customer Information	
Entity Name: City of Seattle	Contact Name/Title: Don Behrend, Sr. Vendor Manager
Customer Address: Seattle, WA 98104	Contact Phone: 206-684-4571
	Contact Email: don.behrend@seattle.gov
Project Information	
Years Served:	March 2020 to present
Annual Volume:	
Description of Service: Scope and deliverables, include number of resources engaged in project as follows: After a lengthy RFP process, WWT was selected as the Prime Contractor for the City of Seattle's Unified Communications and Contact Center (UCCC) program. The scope of this program is to replace 14,500 telephone lines on an aged Nortel PBX to a modern Cisco IP Telephony system. It also included the replacement of 38 contact centers with modern Cisco/Google technology for IVR, Agent & Supervisor management and Artificial Intelligence-based chatbots. WWT provided the full solution design as well as the procurement for all software and hardware on this program. While the City planned a three-year timeline for this program, WWT expects to have the major deliverables finished within 18 months. Ongoing support will continue for up to five years. WWT has 13 dedicated resources on this program and has accomplished several major milestones thus far, including the full build out of the new architecture. Scope of resources include: • Program Manager • Sr. Project Manager (x2) • Project Manager • Collaboration Solutions Architect • Unified Communications Sr. Architect • Contact Center Sr. Architect • Contact Center Business Consultant • Adoption Services Learning Consultant • Adoption Services Trainer • Operational Support Help Desk Agent (x2) Technologies utilized to supplement services include a custom WWT online store for procurement of additional hardware and software tools, automated provisioning tools, and advanced E911 location tracking tools to ensure customer compliance and success.	



Reference 4

Customer Information	
Entity Name: New York City Department of Information Technology and Telecommunications	Contact Name/Title: Available for contact only if down selected, per customer advisement.
Customer Address: New York City, NY	Contact Phone: Available for contact only if down selected, per customer advisement.
	Contact Email: Available for contact only if down selected, per customer advisement.
Project Information	
Years Served:	2019 to 2020
Annual Volume:	
Description of Service: Scope and deliverables include number of resources engaged in project as follows: WWT executed a complete migration of over 100,000 mailboxes at 45 city agencies across New York City to Microsoft Office 365. The WWT scope also included education and adoption around Microsoft Teams, Sharepoint online, One Drive, Pro Plus, and Exchange. Over nine months, WWT project management and services team members delivered on or ahead of time on nine milestones focused on Agency readiness, active directory readiness, Office Pro Plus and mailbox migration and associated mobile deployments. The TARGET mailbox count for each milestone ranged between 6,400 and 10,000.	
Positions provided, and technologies utilized to supplement services: • Sr. Systems Engineer (F/T) – 36 weeks • VMware AirWatch Engineer (F/T) – 36 weeks • VMware Air Watch Technician (F/T) – 8 weeks • Microsoft O365 migration Engineer – Migration (F/T x 2) – 36 weeks x 2 • Digital Workspace Senior Consultant (P/T) – 36 weeks • Project Manager (P/T) – 36 weeks	

Reference 5

Customer Information	
Entity Name: State of Hawaii Judiciary	Contact Name/Title: Lance Kajiwarra, IT Manager
Customer Address: Honolulu, HI	Contact Phone: 808-538-5383
	Contact Email: Lance.k.kajiwarra@courts.hawaii.gov
Project Information	
Years Served:	3 years
Annual Volume:	\$1M to \$2M/yr.
Description of Service: WWT provided the State of Hawaii Judiciary an Enterprise Agreement (EA) for their collaboration services. The project began with advisory services, which helped create a model that considered the customers' challenges of	



managing their licenses, the financial impacts of growth, and their planned technology initiatives. Once the EA was purchased via the NASPO contract, our Onboarding & Integration team provided the customer with a detailed description of their software entitlements and created a customer success roadmap. The customer success roadmap was built based on the customer's desired critical business outcomes of ensuring the platform supporting the collaboration services was deployed based on best practices. In addition, WWT provided a Customer Success Manager that shares best practices, insights, and guidance with the customer through the life of the EA.

Reference 6

Customer Information	
Entity Name: City & County of Honolulu	Contact Name/Title: Kevin Sugimoto, IT Manager
Customer Address: Honolulu, HI	Contact Phone: 808-768-7845
	Contact Email: ksugimoto@honolulu.gov
Project Information	
Years Served:	3 years
Annual Volume:	
Description of Service: WWT provided the City & County of Honolulu (C&C) an Enterprise Agreement for their WebEx services. The project began with advisory services to ensure the EA aligned with their business objectives of standardizing on one platform for video conferencing/remote meetings and having it widely adopted amongst their employees. Once the EA was purchased via the NASPO contract, our pre-sales team provided the customer with a detailed description of their software entitlements. At that time, we also engaged our Adoption Services team to work with the customer to develop training for their end users, as one of the significant risks to purchasing new software is adoption. It is critical to ensure end users understand the purpose the technology and are comfortable utilizing it daily. Thus, the customer and our Adoption Services team have been working on putting together WebEx training documents that will be shared with their end users.	

Reference 7

Customer Information	
Entity Name: City of Phoenix, Information Technology Services	Contact Name/Title: Steen Hambric, Deputy CIO
Customer Address: Phoenix, AZ	Contact Phone: 602-261-8785
	Contact Email: Steen.hambric@phoenix.gov
Project Information	
Years Served:	5 years
Annual Volume:	

**Description of Service:**

The City of Phoenix needed a partner to upgrade 30-year-old Unified Communication and Contact Center systems to a new system that could be designed, installed, and maintained by the partner, and that was scalable to meet the growing demands of the fifth largest city in the United States.

The \$36 million project was awarded to WWT and is currently in its third year of a five-year contract. The contract covers the modernization of the network, unified communications, and the call centers for all city employees and sites. This included the Licensing Management of the Cisco-based Unified Communication and Contact Center systems. WWT provided licensing management consultation and management that contributed to a 15% cost savings of the overall licensing cost for the solution.

WWT provides a staff of 25 to manage the City's 14,000 phone handsets and more than 40,000 network ports to keep the City operating efficiently. The WWT staff covers the areas of project management, licensing management, installation engineers, and Managed Services support staff.

The Modernization project included replacing all network switches, complete phone system replacement to a VoIP-based Cisco Unified Communications platform, and a Cisco Contact Center for inbound calls to various city agencies that support the citizens of Phoenix.

Reference 8

Customer Information	
Entity Name: U.S. Department of Agriculture (Federal Government Agency)	Contact Name/Title: John Pretti, Contracting Officer
Customer Address: Washington DC	Contact Phone: 970-295-5613
	Contact Email: John.pretti@stl.usda.gov
Project Information	
Years Served:	5 years
Annual Volume:	
Description of Service: The USDA CTS struggled with system management for Unified Contact Center Enterprise (UCCE), WebEx, and Jabber and required expert resources for their upgrade. WWT migrated the USDA from their traditional CUCM cluster to a Cisco Hosted Collaboration Solutions – Large Enterprise (HCS-LE) platform. The HCS-LE is designed for customers that want to become a service provider over their own business units containing more than 10,000 users. This new HCS-LE model represents the largest ever deployed in the public sector from Cisco. WWT reviewed the current clusters and sizing while the USDA was continuing its day-to-day migration into their EVoIP environment. The USDA was quickly reaching maximum capacity on its UC clusters. As the USDA was the first to explore such a large HCS-LE solution, a learning curve was expected between Cisco and WWT, and we experienced some issues with the initial deployment. WWT worked with USDA and Cisco through these concerns and has internalized the experience into lessons learned and best practices for future deployments. This deployment is relevant as the USDA is able to oversee their agencies as a service provider, allowing simplified and scalable management of the environment, reducing operations expenditures and offsetting assets, and providing the ability to access voice services via a software client (softphone) on any USDA-approved device, as well as voice, video, and Instant Message/chat presence functionality. WWT analyzed various solution choices for the USDA (e.g., on-premise, cloud-based, hybrid) to address scalability and support through several workshops that included:	



- Prime Collaboration
- Unified Domain Manager-Voss
- Capacity Planning and Resource Allocation of Cisco UCS
- Demonstration and Overview of Cisco's new 88XX phones — this was received very well and impacted the USDA's direction with HCS-LE

Reference 9

Customer Information	
Entity Name: US Military Entrance Processing Command	Contact Name/Title: Dorothy McCormick, Contracting Officer
Customer Address: North Chicago, IL	Contact Phone: 502-824-8062
	Contact Email: dorothy.r.mccormick.civ@mail.mil
Project Information	
Years Served:	4
Annual Volume:	
Description of Service: The project is outlined below: • Has taken place within the past five years • Total installed switch count for this project was 154 across 63 sites • The maintenance services for the below project included hardware/ software maintenance, systems services maintenance from installation through test and acceptance, and transition to MEPCOM personnel The US Military Entrance Processing Command (MEPCOM) partnered with WWT to manage the development and implementation of MEPCOM's Cisco 4500E Switch Installation solution. WWT provided design, project management, configuration, deployment, testing, and onsite equipment rack, stack and replacement services to support the replacement of the Cisco 6500 series chassis Ethernet switches at approximately sixty-three (63) sites across the US, including testing, troubleshooting and day-after technical support services. To support this effort, WWT served as the onsite project team, providing the following services listed below: • Rack and Stack Services: – Installation of approximately eighty (80) Cisco 4507s and eight (8) Cisco 4510s across sixty-three (63) sites located throughout the US – Installation of approximately fifty-four (54) Cisco 3750s across sixty-three (63) sites located throughout the US • Prior to change window: – Inventoried all equipment and material for site cut-over – Identified and labeled up to thirty (30) cables that were required to be tracked and plugged into specific ports – Reviewed the Port Mapping document for re-cabling the connections as provided by the customer • During Change Window: – Unplugged all connections into the switches	



Customer Information

- Removed existing Cisco 6500 Chassis and set aside for disposal by others
- Installed new Cisco 4500 Chassis
- Set aside the labeled connections
- Connected labeled connections into designated switch ports per Port Mapping document provided by the customer
- Connected patch panel connections into switch
- Utilized all cable management provided, and professionally dressed each connection
- Loaded base configurations per the customer's provided process
- Post Migration:
 - Provided availability for any cabling questions and troubleshooting
 - Provided availability to assist with connectivity to switch console, per the engineer's instructions
 - Provided availability for one (1) day of post-cut support (first day live)
- A complete inventory of all equipment and material removed and installed onsite, including part and serial numbers when applicable
- Before and after photos of replaced equipment and cabling
- Collection and packaging of replaced equipment for shipment
- General – Project Management and Planning
 - WWT staffed this effort with a Project Manager to work in conjunction with the customer to ensure successful delivery of the project. WWT's Project Managers followed a methodology that incorporates project management best practices based closely on the Project Management Institute's Project Management Body of knowledge and is controlled by the WWT project governance model.

WWT provided both oral and written reports that highlighted milestones, action items, issues, risks, and schedule. The reports were provided per customer requirements, and highlighted items such as potential delays, impacts to the timeline, service impacts, or any ad hoc reporting as requested by the customer.

Design Engineering Support

WWT developed the design and implementation plan in accordance with the customer's specifications for solution deployment across multiple customer locations. A Bill of Materials (BOM) was included as part of the plan.

Equipment Procurement Support

WWT leveraged its partnerships and supply chain strengths to conduct procurement activities on behalf of the customer, and to accurately deliver the components listed in the BOM.

WWT provided the following training:

WWT provided knowledge transfer of new equipment installation, configuration, and the product line.



Reference 10

Customer Information	
Entity Name: Defense Information Systems Agency (DISA)	Contact Name/Title: Debra Powell-Schaffer, Contracting Officer
Customer Address: Scott Air Force Base, IL	Contact Phone: 618-229-9467
	Contact Email: debra.l.powell-schaffer.civ@mail.mil
Project Information	
Years Served:	5
Annual Volume:	
Description of Service: The project is outlined below: • This project has taken place within the past five years • The customer (DISA) has approximately 10,000 employees • The maintenance services for the below project took place for 1 year and included hardware/ software maintenance, systems services maintenance from installation through test and acceptance and transition to DISA to personnel WWT designed and Deployed a secure Cisco IP based hosted/centralized Voice/collaboration architecture and deployed it within the DISA data center facilities (DECCs) to offer services to DoD customers across the NIPRnet backbone. The EVoIP communications infrastructure was secured through segmenting collaboration network traffic from DoD data traffic, encrypting call paths over Virtual Private Network (VPN), and monitoring of traffic passed between DoD and EVoIP networks. WWT deployment engineers hardened both servers (virtualization layer and operating systems) and appliances following DoD (STIG) and Industry regulations for required services to be allowed through the firewalls and disallow all other traffic. In addition to the network, servers, and application security, WWT deployed the Cisco collaboration technology using DoD required certificate-based encryption for media, as well as two-factor identity management for desktop deployed soft client devices at the sites. WWT provided training to DISA resources through knowledge transfer sessions. This deployment included: • Furnished all Cisco Voice Servers, Hardware, Cisco Voice Gateways, Cisco Phone Sets, Cisco software, licenses, and Cisco hardware/software maintenance. • WWT Provided professional services around Consulting, Design, Project Management, installation and maintenance of Cisco Unified communications services applications, Voice messaging systems, Soft Clients, Voice Gateway's, IP phones sets, Session controllers, Voice Gateways. • WWT used its Integrated Technology Center Lab (ITC) to stage and integrate products prior to deployment. The staging required significant integration and configuration from multiple vendors to make the system operational under strict deployment schedule set by the customer. • Training was provided by holding knowledge transfer sessions with identified DISA personnel.	



I. Additional Information

ix. Provide any additional information relevant to this section.

We do not have additional information to include.

TAB 5 – Value Add

5.0 Value Add

A. Additional Information on Products and Services

WWT's high level Value Add *proposition for Region 4 ESC, OMNIA Partners, and Participating Public Agencies will benefit from:*

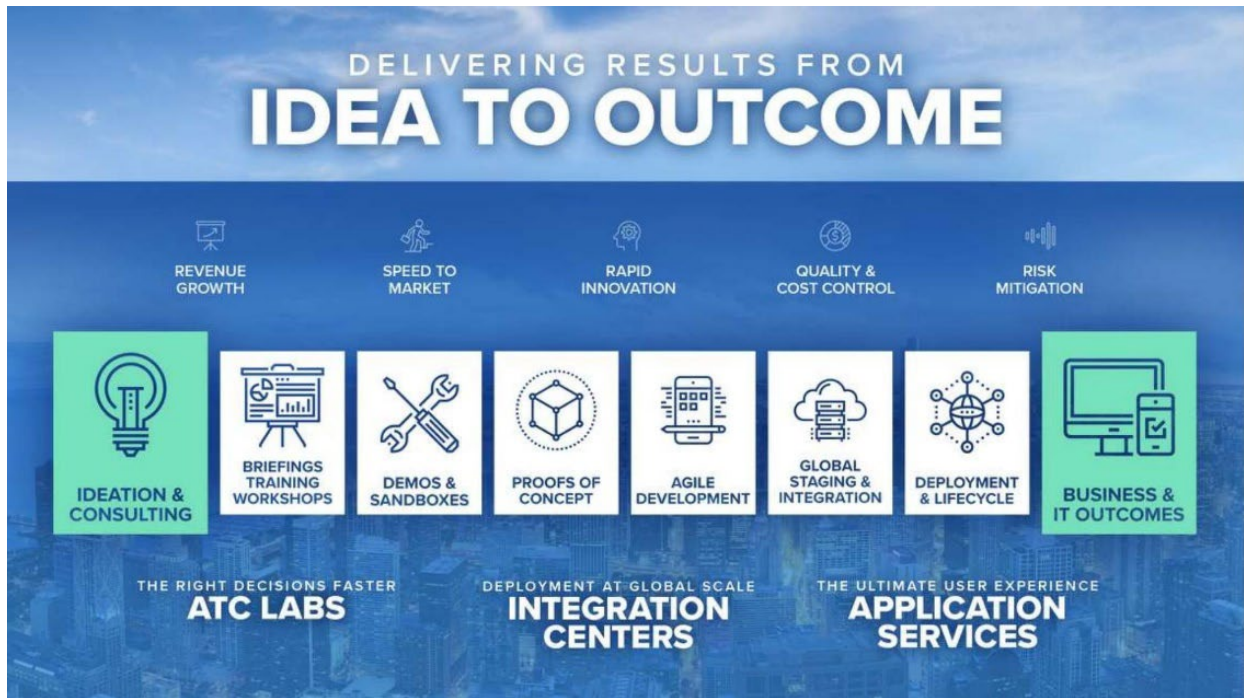
- *A dedicated SLED sales team to service and support this OMNIA Master Agreement, and a nationwide team of Account Managers to support the sales efforts.*
- *Consulting Systems Engineers that act in a pre-sales role to help customers fully understand the technical solution sets. Also, to help support, design and, configure of complex systems being proposed to the OMNIA Partners customers.*
- *Access to World Wide Technology's Advanced Technology Centers (ATC) lab environment and access to WWT facilities for Executive and Customer briefings, including trainings and workshops.*
- For any technical solutions utilizing our ATC, we can provide demonstrations, proof of concepts, and sandbox testing to match the customers' existing environment.

WWT knows every organization has a different approach to training employees on new products and content. Through a variety of flexible training options, WWT's Advanced Technology Center (ATC), global engineering talent, media production expertise, and highly skilled field trainers, we will work to ensure your new technology purchase is successfully adopted.

WWT's ATC is a B2B platform built on a collection of physical labs, virtualized to create a collaborative innovation ecosystem to design, build, educate and deploy innovative technology products, integrated architectural solutions, and digital business outcomes for our customers, partners, employees, and communities around the globe. This platform is open and available to all partners and customers at www.wwt.com.

WWT experts can host briefings or workshops with the individuals focused on improving the employee experience — human resources, IT, C-Suite, end-user computing practitioners — around topics like collaboration, end-user computing, security, enterprise architecture, or the overall digital workspace. These workshops will allow collaboration to identify gaps and desired outcomes while providing recommended next steps. In addition, customers can use our ATC to benefit from demonstrations of multi-vendor architectures, labs for mission-critical technology designs, and tech briefings on emerging and competing technologies.

WWT leverages the Idea-to-Outcome methodology to deliver services. The central premise is to establish an environment that allows companies to push themselves past the status quo and disrupt their legacy way of doing business. WWT first helps stakeholders to articulate their ideas, then refines the scope to a viable solution, and finally creates a business and technology roadmap to quickly deliver the desired results and fully optimize the investment.



This is WWT's unique value—the ability to lead organizations through the planning and execution phases of their transformation.

WWT has aligned our services offerings with our core technology disciplines. Using our proprietary tools and methodology, we deliver high-quality technology solutions with seasoned professionals who have years of field experience and hold the top certifications. Our professionals can consult with customers, perform assessment and design work, develop and deploy complex solutions, and work with customers to fully adopt the technology and maximize business outcomes.

WWT AREAS FOR CUSTOMER VALUE

Cost Reduction • Speed & Agility • Quality • Risk Mitigation • Innovation

INFORMATION TECHNOLOGY	PROCUREMENT	LINE OF BUSINESS
• Expertise, Education & Enablement • Library of Integrated Architectures • Enterprise ready tested • Hyper Scale Innovation Lab Environment • Sandbox Environment • Proofs of Concepts • Product Comparisons • Testing Tools • Certification Testing • Production Readiness Training • Adoption Services • Supply Chain Process Improvement • Business Case Development	• Partner Simplification • Maximum optionality • Benchmarking • Pricing comparisons on like purchases • Maximized buying value • Quality and Timeliness of Reporting • Contract Consolidation • Expeditious OEM On-Boarding • Expeditious OEM Exit • Cash Flow Improvement • Financial Settlement Options • Diversity Recognition	• Align Business Strategy & Technology Initiatives • Digital Experience Advisory • Capture Speed to Market Advantages • Experts who can provide strategies for: • Competitive analysis • Increased market capitalization • Revenue growth targets • Infrastructure modernization expertise • Agile application development expertise • Shared investment • Outcome oriented • Practical Enterprise Architecture Approach

Advanced Technology Center

WWT has invested in the Advanced Technology Center (ATC) to give our customers opportunities to evaluate multiple OEM technologies in a single, integrated, remotely accessible environment. Using the latest data center, collaboration, security and networking technologies, WWT engineers design and integrate systems to solve business and technical challenges facing public and private organizations.

More than 3,000 engineers and technical resources are available to perform product demonstrations in a virtual environment accessible from anywhere around the world. Our engineers stay current with the latest technology developments through continuous training and close working relationships with OEM personnel.

The ATC ecosystem is defined by the combined experience of WWT consulting systems engineers, IT operations and professional services engineers, along with the knowledge of peers from manufacturing partners and customers. Our engineers are constantly developing new ways to integrate technology, test products as they are introduced to market and define new architectures that address today's biggest business challenges.



Powered by a multi-tenant private-cloud infrastructure, the ATC is organized into four groups of labs for research and development, testing, training and integration. Key capabilities and benefits of the ATC include:

- An architecturally independent, multi-vendor view of technology and solutions, allowing customers to make the right choice for their specific technology environments
- Easy access to multiple software- and hardware-based demonstrations
- Remote or on-site access
- WWT engineers can perform product demonstrations in a virtual environment from anywhere around the world
- Customer evaluations, proofs of concept and pilot projects
- Features include technology infrastructure from leading OEMs, more than 250 racks of equipment, sandbox testing environments and a hands-on solution showcase center



B. Past Performance

- Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.***

Past Performance Examples

With a 30-year history of providing professional services and products to government agencies, we understand your unique challenges. WWT successfully provides professional services and products to numerous government, public, and private sector customers. Our professionals possess the skills, experience, technical acumen, and commitment to consistently deliver successful engagements across all markets. We have included some examples of our engagements for your review.

State of Missouri, Office of Administration – ITSD

WWT provides to the State of Missouri the full line of Cisco networking products and services including presales support; installation; engineering help desk, telephone, and electronic support; Cisco SMARTnet branded maintenance; training and professional services for agencies in the State of Missouri.

WWT provides professional services to support the design, acquisition and implementation of the State's network and network applications and in concert with the provision of Cisco hardware and software products acquired by the State.

WWT provides pre-sales design and engineering support to the state agency to allow the state agency to process an order, including current and new product information, configuration assistance and product pricing. WWT provides pre-sales design and engineering support on-site, by telephone and by email. WWT



assists in providing available Cisco certified training, when requested by the state. WWT provides SMARTnet maintenance services for hardware and software on-site in accordance with Cisco's coverage areas within the State of Missouri (both during and after the warranty). WWT provides advanced parts replacement not involving on-site personnel.

WWT provides a range of other services including electronic ordering, electronic invoicing, procurement, staging, configuration, shipping, deployment, and reverse logistics as needed to support the above activities. All activities are managed by the Missouri-based Client Management Team.

Project Examples:

- **Office of Administration – Unified Communication Encryption Engagement:** The State of Missouri requested WWT to perform a configuration change to their Cisco UC and UCCE infrastructure to add end-to-end encryption for data in transit and at rest. This project was required by the State of Missouri, so they are compliant with the IRS Encryption Requirements of Publication 1075.
- **Missouri State Highway Patrol – Unified Communications Upgrade and Migration:** MSHP requested WWT's assistance upgrading their current UC environment from version 10.5(2) to recommended version 12.5SU1 or latest agreed-upon version. MSHP requested support of an experienced Cisco Voice Engineer to assist in planning and performing the Cisco UC upgrade alongside the MSHP voice team providing knowledge transfer throughout.
- **Missouri Lottery – Cisco Security Configuration Services:** The Missouri Lottery requested WWT's assistance with configuring and fully operationalizing their Cisco Security technologies. These technologies include Cisco Firepower Threat Defense with FTD and ASA devices, Cisco Identity Services Engine, Cisco Stealthwatch Cloud (Private Network Monitoring), Cisco Umbrella, Threat Defense Dashboard, and AMP. All these technologies are deployed, but not configured to take full advantage of the product capabilities pertinent to the customer's requirements.

Denver International Airport (City and County of Denver)

- **Multi-year, Enterprise LAN/WAN Refresh, 2017-2019:** All Cisco Network solution designed and deployed throughout Denver International Airport in a four-phase deployment. Utilized the WWT North American Integration Center ("NAIC") for configuration and optimization of the hardware and software. Multiple deployment engineers on site throughout each phase of the deployments including Project Manager and Project Coordinator used for this project.
- **Hybrid VBlock Converged Solution for two Active/Active data centers including VMAX, Isilon Block Storage; Data Center Networking; Security & Virtualization.** Project began in 2015 and concluded in 2016. Utilized WWT NAIC for configuration and optimization of all solutions. Deployment engineers on site throughout delivery as well as a Project Manager.
- **Networking for Gate Expansion Project, 2019 – 2020:** All Cisco Network solution designed and deployed in Concourse A, Concourse B, Concourse C, De-icing Stations, and NOC. Utilized the WWT NAIC for configuration, optimization, and asset tagging of all hardware and software for the project.
- **Enterprise Wireless Solution for Main Terminal, Concourses, Underground Trains, Land Side, Out Buildings, Hangars and 54-mile campus at Denver International, 2012-ongoing:** Full design and

deployment. Utilized the WWT NAIC for configuration and optimization of the hardware and software. n-site deployment engineers; Project Manager, Project Coordinator staffed the deployment of this project.

- Great Hall Remodel Network & Data Center capacity add, 2020: Capacity add to Dell/EMC V-blocks & Isilon in the Data Centers, Network Capacity add for the Great Hall/Main Terminal area. Utilized the WWT NAIC for configuration and optimization of the hardware and software as well as for asset tagging of the hardware.

City of Seattle

- WWT was selected as the Prime Contractor for the City of Seattle's Unified Communications and Contact Center (UCCC) program for a 3-year contract in March 2020. The scope of this program is to replace 14,500 telephone lines on an aged Nortel PBX to a modern Cisco IP Telephony system. It also included the replacement of 38 contact centers with modern Cisco/Google technology for IVR, Agent & Supervisor management and Artificial Intelligence-based chatbots. WWT provided the full solution design as well as the procurement for all software and hardware on this program. While the City planned a three-year timeline for this program, WWT expects to have the major deliverables finished within 18 months. Ongoing support will continue for up to five years. WWT has 13 dedicated resources on this program and has accomplished several major milestones thus far, including the full build out of the new architecture.

Additional Product Availability

As noted in Section 2.0 Products/Pricing WWT is offering all products we have access to for the OMNIA Partners contract. A sample listing of our top manufacturers can be found here.

<https://www.wwt.com/atc/explore/partners>





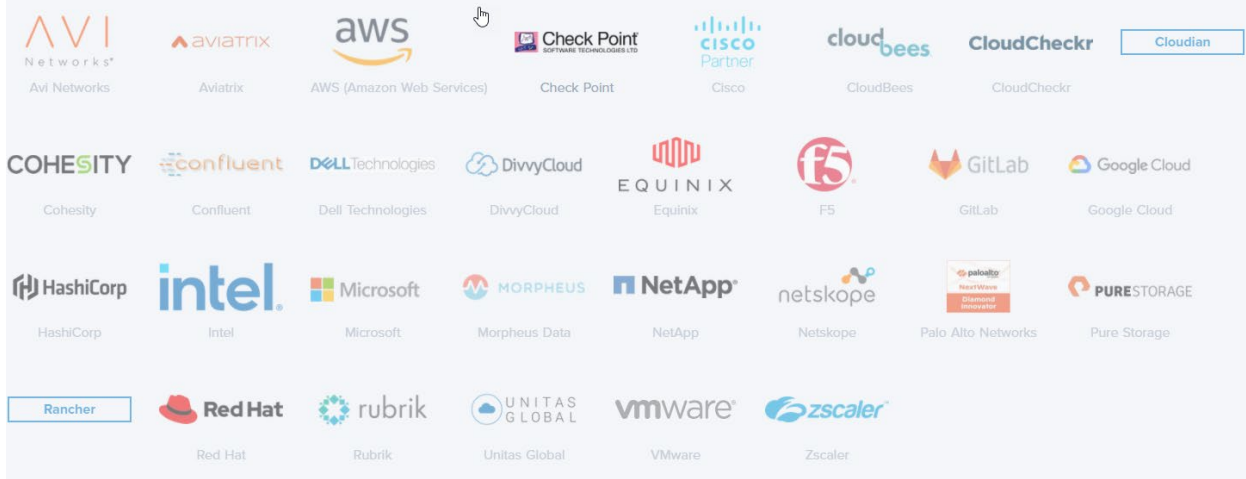
Data Center ^



Digital Workspace ^



Multicloud Architecture ^





Networking



Adva



Avi Networks



Cisco



Cradlepoint



Ekahau



Equinix



F5



Phunware



Silver Peak



VMware

Security Transformation



Attivo Networks



AWS (Amazon Web Services)



Check Point



Cisco



CyberArk



Cybereason



CyFIR



Cylance



Dedrone



Elasticsearch



F5



ForeScout



Fortinet



Gemalto



Illumio



Illusive



Microsoft



Netskope



Nozomi



Okta



Oracle



Palo Alto Networks



Red Hat



RSA



SentinelOne



Splunk



Symantec



Tanium



Tenable



Tufin



VMware



Vormetric



Zscaler

TAB 6 – Additional Required Documents

6.0 Appendix C – Additional Required Documents

A. Document #1: Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Appendix C, Doc #1

**ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY**

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

January 13, 2021
Date



Vice President
Authorized Signature & Title



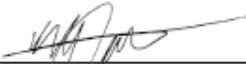
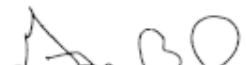
B. Document #2: Antitrust Certification Statements (Tex. Government Code § 2155.005)

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS (Tex. Government Code § 2155.005) Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company	<u>World Wide Technology, LLC</u>	Contact	
		Signature	
		Printed Name	Matthew Jenkins
Address	<u>1 World Wide Way</u>	Position with Company	Vice President
	<u>St. Louis, MO 63146</u>		
		Official Authorizing Proposal	
		Signature	
		Printed Name	Gregory Brush
Phone	<u>314-569-7000</u>	Position with Company	Vice President
Fax	<u>314-301-2721</u>		

Version April 13, 2020

C. Document #3: Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>



D. Document #4: Texas Government Code 2270 Verification Form

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Gregory Brush, as an authorized representative of

World Wide Technology, LLC, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.


Signature of Named Authorized Company Representative

January 13, 2021
Date



E. Additional Agreements

Please see the additional links to agreements specific to several Manufacturers.

Cisco

https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html

Palo Alto Networks

https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-end-user-license-agreement-eula.pdf

Pure Storage

<https://www.purestorage.com/content/dam/pdf/en/legal/pure-enduser-agreement.pdf>

TAB 7 – Additional Attachments



Certificate of Insurance

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 02/28/2020			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101-1830 Attn: StLouis.CertRequest@marsh.com Fax: 212-948-0811			CONTACT NAME PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL: ADDRESS:				
INSURED World Wide Technology, LLC 1 World Wide Way St. Louis, MO 63146			INSURER(S) AFFORDING COVERAGE INSURER A : National Union Fire Insurance Company 19445 INSURER B : New Hampshire Insurance Company 23841 INSURER C : National Union Fire Ins. Co. of Pittsburgh, PA 19445 INSURER D : INSURER E : INSURER F :				
COVERAGES		CERTIFICATE NUMBER: CH-009045892-10		REVISION NUMBER: 8			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			GL5180087	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PGP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA2961519	03/01/2020	03/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$250CMP/\$500COLDED \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 080-75-6208 (AOS) WC 080-75-6207 (CA)	03/01/2020 03/01/2020	03/01/2021 03/01/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence Only.							
CERTIFICATE HOLDER World Wide Technology, LLC 1 World Wide Way St. Louis, MO 63146				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>			

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ACORD 25 (2016/03)

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World Wide Technology

1 World Wide Way

St. Louis, MO 63146

314-569-7000

www.wwt.com



World Wide Technology



October 27, 2023

Carol Harting
Contracts Manager
World Wide Technology
1 World Wide Way
St. Louis, MO 63146
Email: Carol.Harting@wwt.com

Re: Renewal Award of Contract # R210407

Dear Ms. Harting:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 24, 2023, Region 4 ESC is pleased to announce that World Wide Technology has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on January 19, 2021, and subsequent performance thereafter:

Contract

Technology Solutions, Products, and Services

The contract will expire on May 31, 2025, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Deborah Bushnell, at (713) 554-7348 or deborah.bushnell@omniapartners.com.

The partnership between World Wide Technology, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:



30EE15BF1C4C6...

Robert Zingelmann

Chief Financial Officer, Finance and Operations Services

TOWN OF JUPITER
Resolution 100-24 - Approving Participation in the Pooled Commercial Paper Loan Program



DATE	August 8, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director
SUBJECT	Resolution 100-24: Approving participation in the pooled commercial paper loan program for the borrowing of an amount not to exceed \$20,000,000 for the construction of fire stations

EXECUTIVE SUMMARY

Staff seeks Council approval of Resolution 100-24 authorizing the Town to enter into an interim financing agreement in an amount not to exceed \$20,000,000 through the Florida Local Government Finance Commission's (FLGFC) Pooled Commercial Paper Loan Program (CP Program). Approval of the resolution provides the authorization to make draws but does not obligate the Town to draw any specific amount.

The purpose of the short-term, bridge loan is to fund the construction of two fire stations and associated fire department implementation costs.

The proposed interim loan is through the FLGFC's CP Program. This program is administered by the Florida Association of Counties and has provided local governments with a flexible, low-cost financing alternative for 30 years. Since 1991, the CP Program has loaned over \$2.8 billion to more than 50 counties, cities, school boards, port authorities and other special districts across the State of Florida.

The initial loan term may be up to 3 years and can be further extended annually at the bank's discretion, although the Town is currently projecting to need a term of 18 months. Based on preliminary estimates, the Town is expected to pay less than \$300,000 in financing costs for FY2025 and just over \$700,000 for FY2026. This is subject to change based on actual market conditions and the Town's financing needs. The commercial paper notes, which fund the short-term loans, are secured by a direct-pay letter of credit issued by JP Morgan Chase (Bank). The bank maintains high, short-term credit ratings from Moody's Investors' Service and Standard and Poor's Ratings Group. This credit enhancement allows the commercial paper notes to be issued at low interest rates based on the market for short-term securities, which are passed on to program participants. Loan repayments are secured by the Town's covenant to budget and appropriate from legally available non-ad valorem revenues.

Interest rates on the CP Program are variable and subject to change on a monthly basis. Based on current projections, the market anticipates that interest rates will decline over the next 18–24 months.

Each time the Town draws funds from the CP Program, a new approval and opinion will be

required. The proposed resolution delegates this approval authority to the Town Manager to sign all documents for each draw to finance the capital costs described above.

ANALYSIS

The current estimate of the required funding related to the construction of two fire stations is \$20 million. At the currently quoted annual interest rate of 4.40% including all FLGFC fees and the Town's estimated draw schedule, \$20 million would cost approximately \$1,050,000 in interest and issuance costs over a two year period. Any loan under the CP Program may be prepaid upon at least 45 days notice without penalty. Any remaining principal will be refinanced by a longer-term, fixed interest rate loan.

Staff does not anticipate that the entire \$20,000,000 of CP Program funds will be needed. If the Town Council gives authorization, other funding, such as infrastructure surtax funds, may be utilized to augment these costs. With Town Council direction to utilize other funds for construction, staff will present a resolution at the next Town Council meeting.

Once the stations are completed, the Town will secure a longer-term borrowing option. Since interest rates are anticipated to decline over the next 18-24 months, the use of the CP Program as a bridge financing option over the next 18 months will position the Town to take advantage of lower, long-term interest rates. The combined use of the CP program in the short-term and a bank loan longer-term is anticipated to save the Town approximately \$770,000 based on the present value of costs over the life of the loan (subject to change based on actual market conditions).

This item has been reviewed by both the Town Attorney and outside bond counsel, Lewis, Longman & Walker, and is approved as to form and legality. This item requires a majority vote for approval.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 100-24
2. CP Loan Agreement
3. CP Presentation

FUNDING SOURCE

Approved in Budget \$
Additional Funding Requested \$

Sources:

Sources:

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Scott Reynolds at scottr@jupiter.fl.us or 561-741-2327.

RESOLUTION NO. 100-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AGREEING TO PARTICIPATION IN THE POOLED COMMERCIAL PAPER LOAN PROGRAM OF THE FLORIDA LOCAL GOVERNMENT FINANCE COMMISSION; AUTHORIZING AND DIRECTING EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH THE FLORIDA LOCAL GOVERNMENT FINANCE COMMISSION AND JPMORGAN CHASE BANK, N.A.; AUTHORIZING THE BORROWING OF NOT EXCEEDING \$20,000,000 PURSUANT TO THE TERMS OF THE LOAN AGREEMENT IN ORDER TO FINANCE, ON AN INTERIM BASIS, COSTS OF VARIOUS CAPITAL IMPROVEMENTS WITHIN THE TOWN; AUTHORIZING THE EXECUTION OF A LOAN NOTE OR LOAN NOTES TO EVIDENCE SUCH BORROWING AND AGREEING TO SECURE SUCH BORROWING WITH A COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES OF THE TOWN, ALL AS PROVIDED IN THE LOAN AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH OTHER DOCUMENTS AS MAY BE NECESSARY TO EFFECT SUCH BORROWING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Commission has been established for the principal purpose of issuing commercial paper notes in order to provide funds to loan to public agencies, such as the Public Agency, desiring to finance the cost of acquiring, constructing and equipping capital improvements and to finance other governmental needs.

WHEREAS, in furtherance of the foregoing, the Commission shall issue, from time to time, commercial paper notes to be known as "Florida Local Government Finance Commission Pooled Commercial Paper Notes, Series A (Governmental Issue)" pursuant to the Program and shall loan the proceeds of such Series A Notes to public agencies, including the Public Agency.

WHEREAS, pursuant to the authority of the Act, the Commission has agreed to loan, from time to time, to the Public Agency such amounts as shall be authorized herein and in the Loan Agreement in order to enable the Public Agency to finance, refinance and/or reimburse the costs of the acquisition, construction and equipping of various capital improvements and other Public Agency Expenses and the Public Agency desires to borrow such amounts from the Commission subject to the terms and conditions of the Loan Agreement.

WHEREAS, there is presently a need by the Public Agency to finance, on an interim basis, the acquisition, construction and equipping of the Project A-1 and the most cost-effective means by which to finance the Project A-1 on an interim basis is by use of moneys obtained pursuant to the Program by means of the Loan.

WHEREAS, the Public Agency is authorized under and pursuant to the Act to enter into the Loan Agreement for the purposes set forth therein.

WHEREAS, the Public Agency hereby determines that provision of funds by the Commission to the Public Agency in the form of the Loan pursuant to the terms of the Loan Agreement and the financing of the Project A-1 will assist in the improvement and maintenance of the public health, safety and welfare of the residents of the Public Agency, and shall serve a public purpose by improving and maintaining the health, safety and welfare of residents, and providing governmental services, facilities and programs and will promote the most efficient and economical development of such services, facilities and programs.

WHEREAS, the Loan shall be repaid solely from the Designated Revenues as provided in the Loan Agreement. The ad valorem taxing power of the Public Agency will never be necessary or authorized to make the Loan Repayments.

WHEREAS, due to the potential volatility of the market for tax-exempt obligations such as the Note or Notes to be issued evidencing the Loan, the complexity of the transactions relating to such Note or Notes and the uniqueness of the Program, it is in the best interest of the Public Agency to deliver the Note or Notes to the Commission pursuant to the Program by a negotiated sale pursuant to Section 218.385(1), Florida Statutes, allowing the Public Agency to utilize the Program in which it participates from time to time and to enter the market at the most

advantageous time, rather than at a specified advertised date, thereby permitting the Public Agency to obtain the best possible price, issuance costs and interest rate for such Note or Notes.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, that:

Section 1. **Definitions.** Unless the context of use indicates another meaning or intent, the following words and terms as used in this Resolution shall have the following meanings. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the hereinafter defined Loan Agreement.

"Act" means, collectively, Part I, Chapter 166, Florida Statutes, Part I, Chapter 163, Florida Statutes, the Charter of the Public Agency, and all other applicable provisions of law.

"Additional Payments" means the payments required to be made by the Public Agency pursuant to Sections 5.02(b), 5.02(c), 5.02(d), 5.05, 6.06(e) and 8.04 of the Loan Agreement.

"Bank" means JPMorgan Chase Bank, N.A., and any successors thereto.

"Clerk" means the Clerk of the Public Agency, and such other person as may be duly authorized to act on her or his behalf.

"Commission" means the Florida Local Government Finance Commission, and any assigns or successors thereto.

"Designated Revenues" means (1) the Public Agency Moneys, and (2) the proceeds of the Loan pending the application thereof

"Loan" means the loan to be made by the Commission to the Public Agency from proceeds of the Series A Notes in accordance with the terms of this Resolution and of the Loan Agreement.

"Loan Agreement" means the Loan Agreement, in substantially the form attached hereto as Exhibit A, among the Public Agency, the Commission and the Bank, pursuant to which the Commission will loan a portion of the Series A Notes proceeds to the Public Agency, as the same may be amended and supplemented.

"Loan Rate" has the meaning set forth in the Loan Agreement.

"Loan Repayments" or **"Repayments"** means the payments of principal and interest on the Loan Amounts payable by the Public Agency pursuant to the provisions of the Loan Agreement and all other payments, including Additional Payments, payable by the Public Agency pursuant to the provisions of the Loan Agreement.

"Non-Ad Valorem Revenues" means all legally available revenues of the Public Agency derived from any source whatsoever other than ad valorem taxation on real and personal property, which are legally available to make the Loan Repayments required in the Loan Agreement.

"Program" means the Pooled Commercial Paper Loan Program established by the Commission for which the Bank currently provides the Credit Facility.

"Project A-1" means the construction and equipping of two new 14,000 square foot two-story, three-bay fire stations, each with meeting rooms, offices, bunk rooms and day rooms for station personnel, one to be located at Piatt Place and one to be located in Cinquez Park, as well as associated implementation costs for Jupiter Fire Rescue, as more particularly described in the plans and specifications on file with the Public Agency and as the same may be amended and modified from time to time by the Public Agency.

"Public Agency" means the Town of Jupiter, Florida, a municipal corporation duly organized and validly existing under the laws of the State of Florida.

"Public Agency Moneys" shall mean the moneys budgeted and appropriated by the Public Agency from Non-Ad Valorem Revenues for payment of the Loan Repayments pursuant to the Public Agency's covenant to budget and appropriate such Non-Ad Valorem Revenues contained in Section 6.04 of the Loan Agreement.

"Resolution" means this Resolution, as the same may from time to time be amended, modified or supplemented.

"Series A Notes" means the Commission's Pooled Commercial Paper Notes, Series A (Governmental Issue), to be issued from time to time by the Commission.

"Town Council" means the Town Council of the Public Agency.

"Town Manager" means the Town Manager of the Public Agency and any designee of the Town Manager.

The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Resolution; the term "heretofore" shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the masculine gender include every other gender.

Words importing the singular number include the plural number, and vice versa.

Section 2. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of Chapter 166, Florida Statutes, the Charter of the Public Agency, the Constitution of the State of Florida and all other applicable laws.

Section 3. **Agreement to Participate in Program.** Adoption of this Resolution will constitute an agreement of the Public Agency to participate in the Program pursuant to the terms of the Loan Agreement.

Section 4. **Authorization of Loan Agreement.** In connection with the Loan, the Public Agency hereby authorizes and directs the Town Manager to execute, and the Clerk to attest under the seal of the Public Agency, the Loan Agreement, and to deliver the Loan Agreement to the Commission for its execution. All of the provisions of the Loan Agreement, when executed and delivered by the Public Agency as authorized herein and when duly authorized, executed and delivered by the Commission, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated verbatim herein, and the Loan Agreement shall be in substantially the form attached hereto as Exhibit A, with such changes, amendments, modifications, omissions and additions, including the date of such Loan Agreement, as may be approved by the Town Manager. Execution of the Loan Agreement by the Town Manager shall be deemed to be conclusive evidence of approval of such changes.

Section 5. **Terms of Loan.** The Public Agency hereby approves of the Loan in an aggregate principal amount of not exceeding \$20,000,000 for the purposes of providing the Public Agency with sufficient funds to finance the Project A-1 on an interim basis. The Town Manager and the Clerk are hereby authorized to execute, seal and deliver on behalf of the Public Agency a Loan Note or Notes and other documents, instruments, agreements and certificates necessary or desirable to effectuate the Loan as provided in the Loan Agreement. The Loan Notes shall reflect the terms of the Loan or draws made on account of the Loan and shall be substantially in the form attached to the Loan Agreement as Exhibit D. The Town Manager shall

determine the amount and timing of funding of the Loan in accordance with the terms of the Loan Agreement as shall be determined necessary to finance all or a portion of Project A-1. The repayment of the Loan or the draws made on account of the Loan shall be made at such time or times as shall be determined by the Town Manager and shall be permitted by the Loan Agreement and set forth in the Loan Notes; provided, however, the final maturity may not be later than five (5) years from the date of issuance. The Loan is subject to mandatory prepayment in accordance with Section 5.06 of the Loan Agreement. Draws made in regard to the Loan shall bear interest at the Loan Rate in accordance with the terms of the Loan Agreement. The Public Agency further agrees to make all Loan Repayments required of it pursuant to the terms of the Loan Agreement. The letter of credit fee with respect to the Loan shall equal such amount as may be agreed upon between the Town Manager and the Bank so long as such fee does not exceed 39 basis points.

Section 6. **Authorization of Project A-1.** The Public Agency does hereby authorize Project A-1 as described herein and the reimbursement of any costs incurred by the Public Agency with respect to Project A-1 within the prior 60 days that are approved by bond counsel to the Program.

Section 7. **Security for the Loan.** The Public Agency's obligation to repay the Loan will be secured by a pledge of and lien upon the Designated Revenues in accordance with the terms of the Loan Agreement. The obligation of the Public Agency to repay the Loan shall not be deemed a pledge of the faith and credit or taxing power of the Public Agency and such obligation shall not create a lien on any property whatsoever of or in the Public Agency other than the Designated Revenues.

Section 8. **Resolution to Constitute Contract.** In consideration of the making of the Loan by the Commission, this Resolution and the Loan Agreement shall be deemed to be and shall constitute a contract between (i) the Public Agency and (ii) the Commission and the Bank.

Section 9. **General Authority.** The members of the Town Council and the officers, attorneys and other agents or employees of the Public Agency are hereby authorized to do all acts and things required of them by this Resolution and the Loan Agreement, or desirable or consistent with the requirements of this Resolution and the Loan Agreement, for the full punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan Agreement, and each member, employee, attorney and officer of the Public Agency or its Town Council is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution and the Loan Agreement.

Section 10. **Severability.** If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

Section 11. **Repeal of Inconsistent Resolutions.** All resolutions or parts thereof in conflict herewith which seek financing of the Project A-1 pursuant to the Program are hereby superseded and repealed to the extent of such conflict.

Section 12. **Effective Date.** This Resolution shall take effect immediately upon its execution.

EXHIBIT A

FORM OF LOAN AGREEMENT

LOAN AGREEMENT

AMONG

FLORIDA LOCAL GOVERNMENT FINANCE COMMISSION

AND

THE TOWN OF JUPITER, FLORIDA

AND

JPMORGAN CHASE BANK, N.A.

Dated as of _____, 2024

**FLORIDA LOCAL GOVERNMENT FINANCE COMMISSION
POOLED COMMERCIAL PAPER LOAN PROGRAM**

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS

SECTION 1.01.	DEFINITIONS.....	3
---------------	------------------	---

ARTICLE II REPRESENTATIONS AND WARRANTIES OF PUBLIC AGENCY

SECTION 2.01.	REPRESENTATIONS AND WARRANTIES	13
---------------	--------------------------------------	----

ARTICLE III LOAN TERM AND THE LOANS

SECTION 3.01.	COMMENCEMENT OF LOAN TERM.....	16
SECTION 3.02.	TERMINATION OF LOAN TERM	16
SECTION 3.03.	THE LOANS.	16
SECTION 3.04.	NOTICE OF DRAW.....	17

ARTICLE IV LOAN TERM AND LOAN CLOSING REQUIREMENTS

SECTION 4.01.	COMMENCEMENT DATE SUBMISSIONS.....	19
SECTION 4.02.	CONDITIONS PRECEDENT TO LOANS AND DRAWS	19
SECTION 4.03.	LOAN SUBMISSIONS.....	20
SECTION 4.04.	DRAW SUBMISSIONS	20

ARTICLE V LOAN REPAYMENTS

SECTION 5.01.	PAYMENT OF LOAN REPAYMENTS	22
SECTION 5.02.	CALCULATION OF LOAN RATE	24
SECTION 5.03.	LOAN REPAYMENTS.....	25
SECTION 5.04.	MAXIMUM LEGAL INTEREST RATE.	26
SECTION 5.05.	COSTS OF ISSUANCE	26
SECTION 5.06.	MANDATORY PREPAYMENT.....	27
SECTION 5.07.	OBLIGATIONS UNCONDITIONAL	27

ARTICLE VI SECURITY FOR LOANS AND PUBLIC AGENCY COVENANTS

SECTION 6.01.	STATUS OF LOAN OBLIGATIONS	28
SECTION 6.02.	SECURITY FOR LOAN REPAYMENTS	28

SECTION 6.03.	PLEDGED REVENUES	28
SECTION 6.04.	COVENANT TO BUDGET AND APPROPRIATE	28
SECTION 6.05.	PAYMENT COVENANT	30
SECTION 6.06.	ADDITIONAL COVENANTS	30

ARTICLE VII ASSIGNMENT AND PAYMENT BY THIRD PARTIES

SECTION 7.01.	ASSIGNMENT BY COMMISSION.....	35
SECTION 7.02.	ASSIGNMENT BY PUBLIC AGENCY	35

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

SECTION 8.01.	EVENTS OF DEFAULT DEFINED.....	36
SECTION 8.02.	NOTICE OF DEFAULT.....	37
SECTION 8.03.	REMEDIES ON DEFAULT.....	37
SECTION 8.04.	ATTORNEY'S FEES AND OTHER EXPENSES.....	38
SECTION 8.05.	APPLICATION OF MONEYS	38
SECTION 8.06.	NO REMEDY EXCLUSIVE; WAIVER, NOTICE.....	38
SECTION 8.07.	ASSIGNMENT TO BANK.....	39

ARTICLE IX EXCESS FUNDS

SECTION 9.01.	EXCESS FUNDS.....	40
---------------	-------------------	----

ARTICLE X MISCELLANEOUS

SECTION 10.01.	NOTICES.....	41
SECTION 10.02.	BINDING EFFECT	42
SECTION 10.03.	SEVERABILITY	42
SECTION 10.04.	AMENDMENTS, CHANGES AND MODIFICATIONS	42
SECTION 10.05.	EXECUTION IN COUNTERPARTS	42
SECTION 10.06.	APPLICABLE LAW	42
SECTION 10.07.	WAIVER OF JURY TRIAL.....	42
SECTION 10.08.	BENEFIT OF NOTEHOLDERS; COMPLIANCE WITH INDENTURE	43
SECTION 10.09.	CONSENTS AND APPROVALS	43
SECTION 10.10.	IMMUNITY OF OFFICERS, EMPLOYEES AND MEMBERS OF COMMISSION	43
SECTION 10.11.	CAPTIONS	43
SECTION 10.12.	NO PECUNIARY LIABILITY OF COMMISSION	43

SECTION 10.13.	PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS	43
SECTION 10.14.	RIGHT OF OTHERS TO PERFORM PUBLIC AGENCY'S COVENANTS.....	44
EXHIBIT A	FORM OF PUBLIC AGENCY COUNSEL'S OPINION.....	A-1
EXHIBIT B	FORM OF PUBLIC AGENCY'S CERTIFICATE.....	B-1
EXHIBIT C	CREDIT FACILITY FEE CERTIFICATE	C-1
EXHIBIT D	FORM OF NOTE.....	D-1
EXHIBIT E	AGREEMENT RE: CONTINGENCY ACCOUNT.....	E-1

LOAN AGREEMENT

THIS LOAN AGREEMENT, dated as of _____, 2024 is entered into among the **FLORIDA LOCAL GOVERNMENT FINANCE COMMISSION** (the "Commission"), a legal entity and a public body corporate and politic created pursuant to Part I of Chapter 163, Florida Statutes (the "Interlocal Act"), and the **TOWN OF JUPITER, FLORIDA** (the "Public Agency"), a duly constituted municipal corporation of the State of Florida (the "State") and **JPMORGAN CHASE BANK, N.A.** (the "Bank"), a national banking association.

WHEREAS, the Commission was created for the benefit of duly constituted counties, municipalities and other public agencies as described in the Interlocal Act (collectively, the "Public Agencies"), desiring to participate in a pooled commercial paper loan program in order to obtain cost effective, short-term financing for acquiring, constructing and equipping capital improvements and for other governmental needs; and

WHEREAS, the Commission has determined that there is substantial need within the State for a pooled commercial paper loan program (the "Program") which will allow loans to be made to Public Agencies in the State in order to provide funds to such Public Agencies to enable them to acquire, construct and equip capital improvements and to finance other governmental needs; and

WHEREAS, the Commission is authorized under the Interlocal Act to issue its obligations to make loans in order to provide funds for such purposes; and

WHEREAS, the Commission has determined that the public interest will best be served and that the purposes of the Interlocal Act can be satisfied by the Commission's issuance of commercial paper notes in order to make loans in order to provide funds to Public Agencies desiring to finance the cost of acquiring, constructing and equipping capital improvements and, to the extent permitted by the terms of this Loan Agreement, to finance other governmental needs; and

WHEREAS, in furtherance of the foregoing, the Commission shall issue, from time to time, commercial paper notes to be known as "Florida Local Government Finance Commission Pooled Commercial Paper Notes" (the "Notes"), pursuant to the terms of a certain Indenture of Trust, dated as of June 6, 2011 between the Commission and the Trustee (as defined herein) (such Trust Indenture, as amended or supplemented, is referred to herein as the "Indenture"); and

WHEREAS, such Notes may be issued under the Indenture as two separate series and shall be further designated as "Series A-1 (Governmental Issue)" and "Series B-1 (AMT Issue)"; and

WHEREAS, pursuant to the authority of the Interlocal Act, the Commission desires to loan, from time to time, to the Public Agency such amounts as shall be authorized herein in order to enable the Public Agency to finance various capital improvements and other governmental needs and to pay a pro rata share of the costs of issuing the aforementioned Notes, and the Public Agency desires to borrow various amounts from the Commission subject to the terms and conditions of and for the purposes set forth in this Loan Agreement; and

WHEREAS, the Bank desires to provide its Credit Facility for credit and liquidity support for the Program; and

WHEREAS, the Public Agency is authorized under and pursuant to Chapter 166, Florida Statutes, the Interlocal Act and other applicable provisions of law to enter into this Loan Agreement for the purposes set forth herein; and

WHEREAS, the Commission and the Public Agency have determined that the provision of funds by the Commission to the Public Agency pursuant to the terms of this Loan Agreement and the Indenture will assist in the development and maintenance of the public welfare of the residents of the State and the areas served by the Public Agency, and shall serve a public purpose by improving the health and living conditions, and providing governmental services, facilities and programs and will promote the most efficient and economical development of such services, facilities and programs;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

SECTION 1.01. DEFINITIONS. Unless the context or use indicates another meaning or intent, the following words and terms as used in this Loan Agreement shall have the following meanings (or the meaning specified in the Section hereof or in the document herein referenced), and any other words and terms not otherwise defined herein which are defined in the Indenture shall have the meanings as therein defined.

"Accountant" or "Accountants" means an independent certified public accountant or a firm of independent certified public accountants as to whom neither the Commission nor the Bank makes a reasonable objection.

"Act" means, collectively, the Interlocal Act, Chapter 166, Florida Statutes, and all other applicable provisions of law.

"Act of Bankruptcy" means a petition filed by or against the Public Agency seeking relief as a debtor under the federal bankruptcy laws or under any other similar applicable law or statute of the United States of America or of the State relating to bankruptcy or insolvency.

"Actual Monthly Interest" means, with respect to all Loans of the Public Agency funded from Commercial Paper Notes of a Series, the sum of the Daily Loan Rate times the Daily Loan Balance for each actual day of the period with respect to which such calculation is made.

"Additional Payments" means the payments required to be made by the Public Agency pursuant to Sections 5.02(b), 5.02(c), 5.02(d), 5.05, 6.06(e) and 8.04 of this Loan Agreement.

"Administration Agreement" means that certain Program Administration Agreement, dated as of June 6, 2011, between the Commission and the Administrator, as amended and supplemented from time to time.

"Administrator" means the Florida Association of Counties, Inc., a Florida nonprofit corporation, or such other program administrator selected by the Commission and approved by the Bank in writing to administer the making, originating and administration of the Loans or any portion thereof and to act as the Commission's agent as set forth in the Administration Agreement.

"Aggregate Monthly Investment Earnings" means the aggregate amount of earnings credited to the applicable Interest Payment Account from the investment of the daily balances in the Accounts relating to a Series of Commercial Paper Notes for each day of the actual number of days of the period with respect to which such calculation is made.

"Aggregate Note Interest" means, with respect to a Series of Commercial Paper Notes, the aggregate amount of interest paid or accrued on all of the Commercial Paper Notes of such Series on the basis (year containing 365/366 days or actual number of days elapsed) set forth in such Commercial Paper Notes during the period with respect to which such calculation is made and if the principal of any Commercial Paper Note is paid with a draw on the Credit Facility which has not been reimbursed, the interest accruing on the Public Agency's Proportionate Share of such drawing in accordance with the provisions of the Credit Agreement until such drawing has been reimbursed.

"Aggregate Portfolio Balance" means the sum of Daily Loan Balances for the Public Agency and all other government entities participating in the Program under the same Series of Commercial Paper Notes for each day of the actual number of days of the period with respect to which such calculation is made.

"Alternate Credit Facility" has the meaning given such term in the Indenture.

"Arbitrage Certificate" means the Certificate as to Arbitrage and Certain Other Tax Matters of the Public Agency and any reaffirmations or renewals thereof or new Certificate as to Arbitrage and Certain Other Tax Matters, all as described in Section 6.06(j)(ii) hereof.

"Authorized Officer" means, when used with respect to the Commission, the Chairman of the Board of Directors thereof and such other designated member, agent or representative as may hereafter be selected by Commission resolution, when used with respect to the Administrator, shall mean the person or persons designated by the Administrator, and, when used with reference to a Public Agency, means the person or persons designated by the Public Agency in writing to the Administrator and the Commission and, when used with reference to an act or document, also means any other person authorized by resolution to perform such act or sign such document.

"Bank" means JPMorgan Chase Bank, N.A., a national banking association, as issuer of the Letter of Credit, and any successor thereof, and any issuer or issuers of an Alternate Credit Facility with respect to the Commercial Paper Notes.

"Bank Rate" means the interest rate charged by the Bank to the Commission pursuant to Section 2.16(b) of the Credit Agreement for any draws made against the Credit Facility to pay maturing Commercial Paper Notes which could not be remarketed by the Dealer. Initially, the Bank Rate shall mean (1) for the first 120 days such Bank Rate is applicable with respect to a Loan, the Base Rate, (2) after the first 120 days such Bank Rate is applicable with respect to a Loan through the stated expiration date of the Credit Facility, the Base Rate plus 1.00%, and (3) thereafter, the Base Rate plus 2.00%. Notwithstanding the foregoing, the Bank and the Commission may amend the definition of Bank Rate under the Credit Agreement from time to time without the consent of the Public Agency.

"Base Rate" means the higher of (1) the Loan Rate, (2) the Prime Rate, and (3) 7.5%.

"Bond Counsel" means Nabors, Giblin & Nickerson, P.A., Tampa, Florida, or any other nationally recognized bond counsel acceptable to the Commission and the Administrator.

"Business Day" means any day excluding Saturday, Sunday, any other day on which banks in New York City or the cities in which the designated corporate trust office of the Trustee or the office of the Bank at which drawings may be presented under the Letter of Credit are located are lawfully closed and any day on which the Depository Trust Company is closed.

"Clerk" means the Town Clerk of the Public Agency and such other person as may be duly authorized to act on her or his behalf.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated or proposed thereunder.

"Commencement Date" means _____, 2024 which is the date when the term of this Loan Agreement begins and the obligation of the Public Agency hereunder to make Loan Repayments, if any, commences.

"Commercial Paper Notes" or "Notes" means any Outstanding Florida Local Government Finance Commission Pooled Commercial Paper Notes issued from time to time pursuant to the Indenture. The term "Commercial Paper Notes" shall include both Series of Commercial Paper Notes issued pursuant to the Indenture, unless the context indicates otherwise.

"Commission" means the Florida Local Government Finance Commission, and any assigns or successors in function thereto.

"Commitment" shall have the meaning ascribed thereto in the Credit Agreement, as it may be modified from time to time pursuant to the Credit Agreement.

"Cost" or "Costs," to the extent permitted by law, as the same relates to a Project, shall mean (1) the cost of physical construction, reconstruction or completion; (2) the cost of acquisition or purchase; (3) the cost of all labor, materials, machinery and equipment; (4) the cost of land and interests therein, property rights, easements and franchises of any nature whatsoever; (5) the cost of any indemnity and surety bonds and premiums for insurance during construction; (6) all interest due to be paid on account of this Loan Agreement and other obligations relating to such Project during the period of construction and for such period of time subsequent to completion of acquisition and construction as the Public Agency deems appropriate; (7) engineering, financial, legal and other consultant fees and expenses; (8) the cost of plans and specifications, construction plans, surveys and

estimates of costs; (9) payments, when due (whether at the maturity of principal or the due date of interest or upon redemption) on any interim or temporary indebtedness incurred for any portion of such Project; (10) amounts required for reserve funds; (11) costs and expenses related to the Loan Agreement, issuance of the Commercial Paper Notes or other indebtedness related to such Project, all financing charges, and any expenses related to any liquidity facility or credit facility; (12) Additional Payments; and (13) any other costs and expenses properly attributable to acquisition, construction or equipping of such Project, and such other expenses as may be necessary or incidental to this Loan Agreement and the issuance of the Commercial Paper Notes; and shall include reimbursement to the Public Agency for any moneys advanced for any costs incurred by the Public Agency in connection with any such items of cost.

"Counsel" means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for the Commission, the Public Agency, the Trustee, the Dealer or the Bank.

"Credit Agreement" means that certain Reimbursement Agreement, dated as of June 6, 2011, between the Commission and the Bank, including any amendments and supplements thereto, and any agreement pursuant to which an Alternate Credit Facility is issued.

"Credit Facility" means the Letter of Credit issued by the Bank, or any Alternate Credit Facility.

"Daily Investment Balance" means that portion of the amounts on deposit in the Accounts relating to a Series of Commercial Paper Notes which are credited by the Trustee to each public agency in accordance with the provisions of Section 3.03(f) of the Indenture as of any day with respect to which such calculation is made.

"Daily Investment Credit Rate" means the quotient of: (1) the Aggregate Monthly Investment Earnings, divided by (2) the sum of Investment Balances with respect to loans funded from all Series of Commercial Paper Notes for the period with respect to which such calculation is made.

"Daily Loan Balance" means the principal balance of all Loans of the Public Agency funded from Commercial Paper Notes of a Series outstanding on the day with respect to which such calculation is made.

"Daily Loan Rate" means, with respect to a Series of Commercial Paper Notes, the quotient of: (1) the Aggregate Note Interest, divided by (2) the Aggregate Portfolio Balance for the period with respect to which such calculation is made.

"Dealer" means JPMorgan Chase Securities Inc. acting in its capacity as rate setting agent and dealer for the Commercial Paper Notes pursuant to the Dealer Agreement,

or its successors and assigns or any other entity or entities designated by the Commission in writing.

"Dealer Agreement" means that certain Commercial Paper Dealer Agreement, dated as of June 6, 2011 between the Commission and the Dealer, and any and all modifications, alterations, amendments or supplements thereto, and any other Dealer Agreement entered into by the Commission and the Dealer with respect to the Commercial Paper Notes.

"Debt" of the Public Agency means at any date (without duplication) all of the following to the extent that they are general obligations of the Public Agency or are payable in whole or in part from Non-Ad Valorem Revenues: (1) all obligations of the Public Agency for borrowed money or evidenced by bonds, debentures, notes or other similar instruments; (2) all obligations of the Public Agency to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (3) all obligations of the Public Agency as lessee under capitalized leases; and (4) all indebtedness of other Persons to the extent guaranteed by, or secured by Non Ad-Valorem Revenues of, the Public Agency.

"Default" means any of the events specified in Section 8.01 hereof which with the passage of time or giving of notice or both would constitute an Event of Default hereunder.

"Default Rate" means the Base Rate plus 4.00% per annum; provided, however, the Default Rate shall never exceed the Maximum Legal Rate.

"Designated Revenues" shall mean (1) Public Agency Moneys, (2) the proceeds of the Loans pending the application thereof, and (3) the Pledged Revenues, if any, which shall secure the Loan Repayments as provided in Section 6.03 hereof.

"Draw" means the borrowing of money under this Loan Agreement in accordance with Article III hereof.

"Draw Date" means, with respect to Loans financed with proceeds of the Commercial Paper Notes, the date or dates upon which Draws are funded, which dates shall be agreed to by the Bank, the Administrator and the Public Agency prior to each Draw Date.

"Draw Request" means the request by the Public Agency to the Commission for a Draw under its Loan and the corresponding authentication and delivery of a Commercial Paper Note or Commercial Paper Notes of a particular Series.

"Estimated Monthly Interest" means, for each calendar month, (1) the Estimated Monthly Rate times the Daily Loan Balance of all Loans of the Public Agency funded from Commercial Paper Notes of a Series which are expected to be outstanding during the calendar month with respect to which such calculation is made, less (2) the sum of (a) the

applicable Monthly Investment Credit, plus (b) the Monthly Excess Credit (based on the second prior calendar month). Notwithstanding the foregoing, the Administrator shall calculate the Estimated Monthly Interest for any period occurring before the first Interest Calculation Period as it shall determine in its sole discretion.

"Estimated Monthly Rate" means, for each calendar month, 110% of the sum of the Daily Loan Rates for Commercial Paper Notes of a Series during the immediately preceding Interest Calculation Period. Notwithstanding the foregoing, the Administrator may, at any time and from time to time, recalculate the Estimated Monthly Rate in accordance with the requirements of Section 3.03(b) of the Indenture.

"Event of Default" has the meaning given such term in Section 8.01 of this Loan Agreement.

"Expiration Date" means the scheduled date of expiration of the Credit Facility as the same may be extended from time to time pursuant to the terms thereof.

"Holders" or **"Noteholders"** means the registered owners of the Outstanding Commercial Paper Notes.

"Indenture" means that certain Indenture of Trust, dated as of June 6, 2011, between the Commission and the Trustee, as the same may be amended and supplemented from time to time.

"Interest Calculation Period" means the period commencing on the day (whether or not a Business Day) next succeeding the last day of the previous Interest Calculation Period and ending on the fifteenth (15th) day of the next succeeding calendar month; provided, however, that the first Interest Calculation Period shall be the period commencing on the first sixteenth (16th) day of a calendar month which occurs after the date of initial issuance of Commercial Paper Notes hereunder and ending on fifteenth (15th) day of the next succeeding calendar month.

"Interlocal Act" means Part I of Chapter 163, Florida Statutes.

"Interlocal Agreement" means that Interlocal Agreement, dated as of February 19, 1991, among Brevard County, Florida, Collier County, Florida and Sarasota County, Florida, pursuant to which the Commission was created and the Pooled Commercial Paper Loan Program was authorized, as amended and supplemented from time to time.

"Investment Balances" means the sum of the daily balances in the Accounts relating to a Series of Commercial Paper Notes for each day of the actual number of days of the period with respect to which such calculation is made.

"Letter of Credit" means the irrevocable letter of credit issued by the Bank under the terms and conditions set forth in the Credit Agreement in order to secure the payment of principal of and interest on the Commercial Paper Notes.

"Loan" means the loan or loans made, from time to time, by the Commission to the Public Agency pursuant to Section 3.03 hereof. Each loan shall be made to finance or refinance a Project or to finance Public Agency Expenses approved by the Administrator and the Bank in accordance with Section 4.04 hereof.

"Loan Agreement" means this Loan Agreement, as the same may be amended and supplemented from time to time.

"Loan Amounts" means the amount of Loans Outstanding at any time of calculation.

"Loan Note" means a note of the Public Agency evidencing the obligations incurred hereunder by the Public Agency on account of a Draw made in regard to a Loan, which shall be in substantially the form provided in Exhibit D hereto.

"Loan Rate" means the rate of interest the Loan shall bear, which is described in Sections 5.01 and 5.02 hereof; provided, however, the Loan Rate shall never exceed the Maximum Legal Rate.

"Loan Repayments" or **"Repayments"** means the payments of principal and interest on the Loan Amounts payable by the Public Agency pursuant to the provisions of this Loan Agreement and all other payments, including Additional Payments, payable by the Public Agency pursuant to the provisions of this Loan Agreement.

"Loan Term" means the term of each Loan as provided in Sections 4.02 and 4.03 hereof.

"Maximum Legal Rate" means (1) in the case of a Loan Note, the maximum rate of interest such Loan Note may bear under applicable law and, (2) in the case of Commercial Paper Notes, the maximum rate of interest such Commercial Paper Notes may bear under applicable law; provided, however, that the rate determined under clause (2) shall never be greater than the rate determined under clause (1).

"Maximum Loan Amount" means the maximum amount of Loans which at any time is permitted to be outstanding hereunder as provided in, and subject to the terms and conditions of, Section 3.03 hereof.

"Monthly Excess Credit" means, for a month, with respect to all Loans of the Public Agency funded from Commercial Paper Notes of a Series the difference (whether or not less than zero) between the Estimated Monthly Interest and the Actual Monthly Interest for the month with respect to which such credit is given.

"Monthly Investment Credit" means, for a month, with respect to the Public Agency, the sum of the Daily Investment Credit Rates times the Daily Investment Balance for each day of the actual number of days of the month with respect to which such calculation is made.

"Non-Ad Valorem Revenues" shall mean all legally available revenues of the Public Agency derived from any source whatsoever other than ad valorem taxation on real and personal property, which are legally available to make the Loan Repayments required herein.

"Non-Current Loan" means all of the Loans of the Public Agency funded from Commercial Paper Notes of a Series, during any period the Public Agency is in default in the payment, when due, of the principal of or interest on any Loan of the Public Agency, whether by acceleration or otherwise.

"Outstanding," in the context of the Commercial Paper Notes, has the meaning given such term in the Indenture. "Outstanding," in the context of the Loans, means the aggregate Loan Amounts less any Loan Amounts for which moneys have been deposited with the Trustee for the repayment thereof.

"Person" means an individual, a corporation, a partnership, an association, a trust or any other entity or organization including a government or political subdivision or an agency or instrumentality thereof.

"Pledged Revenues" shall mean the revenues, if any, of the Public Agency designated as added security for the Loan Repayments pursuant to Section 6.03 hereof.

"Pooled Commercial Paper Loan Program" or "Program" means the pooled commercial paper loan program of the Commission authorized by the Interlocal Agreement and a resolution of the Commission.

"Prime Rate" means for any day the greater of:

(1) the rate of interest announced by the Bank from time to time as its prime commercial rate for U.S. dollar loans, or equivalent, as in effect on such day, with any change in the Prime Rate resulting from a change in said prime commercial rate to be effective as of the date of the relevant change in said prime commercial rate; or

(2) the sum of (a) the rate determined by the Bank to be the average (rounded upwards, if necessary, to the next higher 1/100 of 1%) of the rates per annum quoted to the Bank at approximately 10:00 a.m. (New York time) (or as soon thereafter as is practicable) on such day (of, if such day is not a Business Day, on the immediately preceding Business Day) by two or more Federal funds brokers selected by the Bank for the sale to the Bank at face value of Federal funds in an

amount equal or comparable to the principal amount owed to the Bank for which such rate is being determined, *plus* (b) 1/2 of 1% (0.50%).

"Program Termination Date" shall have the meaning given such term in the Indenture.

"Project" or **"Projects"** shall refer to the development, acquisition, construction and equipping of certain improvements and public facilities in the Public Agency. The Project or Projects to be financed or refinanced by each Loan shall be described in the resolution or ordinance of the Public Agency authorizing such borrowing, as the same may be amended from time to time by the Town Council.

"Proportionate Share" means, at any time of calculation, a fraction the numerator of which is the Outstanding unpaid principal balance of the Loan Amounts of the Public Agency under this Loan Agreement and the denominator of which is the sum of the Outstanding unpaid principal balance of all Loan Amounts of all Public Agencies under the loan agreements funded with the proceeds of the Commercial Paper Notes (whether such balances are unpaid because they are not then due or because they are past-due and in default).

"Public Agency" means the signatory to this Loan Agreement which is a duly constituted municipal corporation of the State, which Public Agency is using the Loan proceeds to finance, refinance and/or reimburse the Costs of Projects or Public Agency Expenses.

"Public Agency Commitment" means that portion of the Commitment which is allocable or attributable to Loans of the Public Agency.

"Public Agency Expenses" means, to the extent permitted by the terms of this Loan Agreement, expenses of the Public Agency which may include operating expenses or working capital of the Public Agency. Public Agency Expenses to be financed or refinanced by a Loan shall be described in the resolution or ordinance of the Public Agency authorizing such borrowing, as the same may be amended from time to time by the Town Council.

"Public Agency Moneys" shall mean the moneys budgeted and appropriated by the Public Agency from Non-Ad Valorem Revenues for payment of the Loan Repayments pursuant to the Public Agency's covenant to budget and appropriate such Non-Ad Valorem Revenues contained in Section 6.04 of this Loan Agreement.

"Repayment Schedule" means the schedule of repayments approved by the Administrator pursuant to Section 4.02 hereof, as the same may be modified from time to time in accordance with the terms of this Agreement, including Sections 3.04(c) and 5.01(c) hereof.

"Series" means the Series A Notes and the Series B Notes and any other series of Commercial Paper Notes authorized to be issued pursuant to the Indenture.

"Series A Notes" means the "Florida Local Government Finance Commission Pooled Commercial Paper Notes, Series A-1 (Governmental Issue)" issued pursuant to the Indenture.

"Series B Notes" means the "Florida Local Government Finance Commission Pooled Commercial Paper Notes, Series B-1 (AMT Issue)" issued pursuant to the Indenture.

"State" means the State of Florida.

"Town Council" means the governing body of the Public Agency.

"Town Manager" means the duly appointed Town Manager of the Public Agency or his designee.

"Trustee" means U.S. Bank Trust Company, National Association, acting in its capacity as Trustee under the Indenture, or any successor trustee or co-trustee.

"Trust Estate" has the meaning given such term in the Indenture.

"Written" or **"in writing"** shall mean any form of written communication or a communication by means of telex, facsimile transmission device, telegraph or cable.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF PUBLIC AGENCY

SECTION 2.01. REPRESENTATIONS AND WARRANTIES. The Public Agency represents and warrants for the benefit of the Commission, the Administrator, the Trustee, the Bank and the Holders as follows:

(a) Organization and Authority. The Public Agency is located in the State, is duly organized and validly existing as a municipal corporation under the laws of the State and has all requisite power and authority to carry out the transactions contemplated hereby.

(b) Full Disclosure. There is no fact that the Public Agency has not specifically disclosed in writing to the Commission, the Administrator and the Bank, prior to the date of its execution hereof, that materially and adversely affects or, so far as the Public Agency can now foresee, that will materially adversely affect, the financial condition of the Public Agency, the Non-Ad Valorem Revenues, the Designated Revenues or the ability of the Public Agency to perform its obligations under this Loan Agreement. To the best knowledge of the Public Agency, the financial statements, and any other written statement furnished by the Public Agency to the Commission, the Administrator and the Bank, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein or herein not misleading, and since the date of such financial statements there has been no material adverse changes in the financial condition of the Public Agency.

(c) Pending Litigation. Except as described in writing by the Public Agency to the Commission, the Administrator and the Bank, there are no proceedings pending, or to the best knowledge of the Public Agency threatened, against or affecting the Public Agency, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the financial condition of the Public Agency, the Non-Ad Valorem Revenues, the Designated Revenues or existence or powers or ability of the Public Agency to enter into and perform its obligations under this Loan Agreement.

(d) Borrowing Legal and Authorized. The execution and delivery of this Loan Agreement and the Loan Notes, the consummation of the transactions provided for in this Loan Agreement, the security for Loan Repayments provided for herein, and compliance by the Public Agency with the provisions of this Loan Agreement:

(i) are within the powers of the Public Agency and have been duly and effectively authorized by all necessary action on the part of the Public Agency;

(ii) do not require approval by referendum of the qualified electors of the Public Agency (except to the extent such referendum has been heretofore held and has approved the same); and

(iii) do not and will not (A) conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Public Agency (other than the liens created hereby) pursuant to any indenture, loan agreement or other agreement or instrument to which the Public Agency is a party or by which the Public Agency, its properties or operations may be bound, or (B) with the giving of notice or the passage of time or both, constitute a breach or default of any such loan agreement, indenture or other agreement or instrument or so result in the creation or imposition of any such lien, charge, or encumbrance (other than the liens created hereby), or (C) result in any violation of the provisions of the Act, or any laws, ordinances, governmental rules or regulations or court orders to which the Public Agency, its properties or its operations may be bound.

(e) No Defaults. No event has occurred and no condition exists that constitutes an Event of Default, or which with the passage of time or giving of notice, or both, would constitute an Event of Default.

(f) Governmental Consent. The Public Agency has obtained all permits, approvals and findings of non-reviewability required by any governmental body or otherwise for its participation in the Pooled Commercial Paper Loan Program. The Public Agency has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any court, agency or other governmental body or officer in connection with its participation in the Pooled Commercial Paper Loan Program. The Public Agency's participation in the Pooled Commercial Paper Loan Program and the execution and delivery of this Loan Agreement is consistent with, and does not violate or conflict with, the terms of any such court, agency or other governmental consent, order or other action which is applicable thereto.

(g) Binding Obligation. This Loan Agreement is, and each of the Loan Notes will be, a legal, valid and binding obligation and agreement of the Public Agency, enforceable against the Public Agency in accordance with its terms except that the enforceability hereof may be limited by laws relating to the bankruptcy or insolvency of the Public Agency or other similar laws affecting creditors' rights generally or by general principles of equity.

(h) Compliance with Act. All agreements and transactions provided for herein or contemplated hereby are in full compliance with the terms of the Act.

(i) Certificates and Resolutions. All resolutions and certificates subsequently adopted or executed, as the case may be, by the Public Agency in connection with and pursuant to the provisions of this Loan Agreement shall be incorporated herein by reference. Any resolution subsequently adopted by the Public Agency authorizing the issuance of any Loan Note hereunder shall be deemed to be a contract between the Public Agency and the Commission with respect to such Loan Note.

ARTICLE III LOAN TERM AND THE LOANS

SECTION 3.01. COMMENCEMENT OF LOAN TERM. The Public Agency's obligations under this Loan Agreement shall commence on the Commencement Date.

SECTION 3.02. TERMINATION OF LOAN TERM. The Public Agency's obligations under this Loan Agreement shall terminate after (a) payment in full of all Loan Repayments, including Additional Payments and other payments due hereunder, and (b) the Public Agency shall provide notice to the Administrator, the Trustee, the Dealer and the Bank of its desire to terminate its obligations hereunder; provided, however, that all covenants and obligations hereunder specified to so survive shall survive the termination of this Loan Agreement and the payment in full of all amounts due hereunder. Upon termination of the Public Agency's obligations hereunder, the Commission, the Administrator, the Bank and the Trustee shall, upon request by the Public Agency, deliver, or cause to be delivered, to the Public Agency an acknowledgment thereof, subject to the proviso set forth in the preceding sentence. During such time as no Loans are Outstanding hereunder and all payments have been made hereunder, the covenants, agreements and representations made by the Public Agency shall not be binding, except as otherwise expressly provided herein.

SECTION 3.03. THE LOANS. (a) The Commission hereby agrees to make Loans to the Public Agency from time to time, in accordance with the terms hereof, in an aggregate amount not to exceed \$50,000,000; provided, however, such amount may be increased or decreased in accordance with the provisions hereof; provided, further, no Draws for a Loan shall be made after the Administrator determines that such Draw shall cause the aggregate principal amount of Commercial Paper Notes Outstanding and interest thereon to the stated maturity dates thereof to exceed the Commitment available under the Credit Facility. The Maximum Loan Amount may be increased by approval of the Commission and the Bank and shall be the aggregate amount of all Loans authorized by the Commission and the Bank to be Outstanding hereunder at any one time, subject to the terms and conditions set forth herein. The Maximum Loan Amount may be decreased at any time upon written notice delivered by the Bank to the Public Agency and the Administrator that, in the Bank's judgment, it has determined that it would not then approve a Draw by such Public Agency for any reason, including, but not limited to, a material decline of the financial condition of the Public Agency; provided, however, such decrease in the Maximum Loan Amount shall have no effect on the outstanding amount of Loans made to the Public Agency. Loans shall be subject to approval by the Administrator and the Bank in accordance with the provisions of Section 4.02 hereof. Draws which have been approved by the Administrator pursuant to Section 4.02 hereof and by the Bank pursuant to Section 3.03(b) hereof and for which all documentation has been submitted pursuant to Sections 4.03 and 4.04 hereof may be made by the Public Agency upon notice pursuant to

a Draw Request to the Administrator and the Bank as provided in Section 3.04 hereof. The proceeds of each Loan shall forthwith be used to finance, refinance or reimburse the Public Agency for the costs of a Project or Projects or for Public Agency Expenses, in each case as approved by the Administrator and the Bank in accordance with Section 4.02 hereof. A Loan which shall be used to finance Public Agency Expenses shall be made only if the Administrator and the Bank are in possession of an opinion of Bond Counsel to the effect that utilization of such Loan for such purposes is permitted by the Act. The Loan shall be repaid in accordance with the provisions of Articles IV and V hereof.

(b) The Maximum Loan Amount described in Section 3.03(a) hereof is not a commitment by the Bank to approve an increase in the amount of the Commitment or to approve any Draw hereunder. Each Draw which the Commission agrees to make to the Public Agency is subject to Bank review and an increase in the Commitment required in order to make the Draw may be rejected by the Bank in its sole discretion. No one shall have recourse against the Bank in the event (i) the Bank rejects a request to increase the Commitment available under the Credit Facility, (ii) the Public Agency receives any notice from the Bank pursuant to Section 3.03(a) hereof of a decrease of the Maximum Loan Amount or (iii) the Public Agency receives any notice from the Bank pursuant to Section 5.06 that the Expiration Date will not be extended or that any portion of the Public Agency Commitment will not be extended.

(c) In order to obtain an agreement from the Bank to approve all the Draws to be made under a Loan or Loans to be made by the Commission pursuant to the terms hereof and accordingly increase the Commitment under the Credit Facility, the Public Agency may enter into an agreement with the Bank whereby the Bank will agree to such increase in the Commitment upon payment, or agreement for payment, of a commitment fee or fees. The amount of the commitment fee or fees and the terms of the commitment shall be mutually agreed upon by the Bank and the Public Agency. The Administrator shall receive a copy of any such agreement. The amount of such commitment fee or fees shall be reflected in a certificate substantially in the form of Exhibit C hereto.

SECTION 3.04. NOTICE OF DRAW. (a) At least sixty (60) days (or such shorter period of time as may be agreed to by the Public Agency, the Bank and the Administrator) prior to a Draw Date on which the Public Agency desires to make the initial Draw on account of a Loan it shall submit to the Administrator and the Bank for review and approval pursuant to Section 4.02 hereof (i) a description of the Project or Projects (or the Public Agency Expenses) to be financed or refinanced by such Loan, (ii) the amount of the Loan, and (iii) the Repayment Schedule of the Loan. At or prior to the time of making the initial Draw for a Loan, the Public Agency shall also submit the documentation described in Section 4.03 hereof.

(b) In the case of Draws which have been approved in accordance with the provisions of Section 4.02 hereof, the Public Agency shall give the Administrator, the Bank and the Dealer a Draw Request at least forty-five (45) days prior to the Draw Date on which

it wants to make such Draw (or such shorter period of time as may be agreed to by the Public Agency, the Bank and the Administrator). The Draw shall be made in accordance with Section 4.02 hereof. Such Draw Request shall state (i) the amount of the Draw, (ii) the Draw Date, (iii) the purpose of the Draw, (iv) the Series of Commercial Paper Notes to be used to fund the Draw, (v) the information required by Section 4.04(f) hereof and any other information required by the Bank, and (vi) the Repayment Schedule for the Draw (which shall be in compliance with the Repayment Schedule approved by the Administrator pursuant to Section 4.02 hereof).

(c) Loan Repayments shall be made in accordance with the Repayment Schedule approved pursuant to Section 4.02 hereof; provided, however, the Public Agency may repay all or a portion of a Loan upon at least forty-five (45) days (or such shorter period of time as may be agreed to by the Public Agency, the Bank and the Administrator) written notice to the Administrator, the Dealer and the Bank, but only to the extent the Administrator determines that there will be sufficient Commercial Paper Notes coming due at such time of requested prepayment so as to permit such contemporaneous redemption of an equal principal amount of Commercial Paper Notes; and, provided further, each Loan or any portion thereof shall also be subject to mandatory prepayment pursuant to Section 5.06 hereof. The Repayment Schedule may be modified at any time upon written consent of the Administrator and the Bank. In the event of a failure to remarket Commercial Paper Notes, the Repayment Schedule shall be deemed to be modified to conform to the schedule of repayments required pursuant to the terms of Section 2.16(a)(iv)(C) of the Credit Agreement. In the event a Repayment Schedule shall be extended to a date later than the originally scheduled repayment date or dates, the Credit Facility fees and charges for that portion of the Commitment related to the Loan for which such Repayment Schedule was extended shall be as agreed to by the Bank and the Public Agency. Any changes to the Repayment Schedule, other than changes required by Section 2.16(a)(iv)(C) of the Credit Agreement, shall be reflected in a resolution adopted by the Public Agency approving the Loan relating thereto; provided, however, such changes shall take effect in accordance with the terms hereof and of the Credit Agreement.

(d) Draws on a Loan shall be made only to the extent such Draw shall not cause the aggregate principal amount of Commercial Paper Notes Outstanding and interest thereon to stated maturity to exceed the Commitment.

(e) A copy of all information relating to Draws submitted to the Administrator by the Public Agency pursuant to the terms hereof shall be sent by the Administrator to the Bank within five (5) Business Days of receipt thereof.

**ARTICLE IV
LOAN TERM AND LOAN CLOSING
REQUIREMENTS**

SECTION 4.01. COMMENCEMENT DATE SUBMISSIONS. On or before the execution of this Loan Agreement, the Public Agency shall have caused to be delivered to the Administrator, the Bank and Bond Counsel the following items in form and substance acceptable to the Administrator, the Bank and Bond Counsel:

(a) An opinion of the Public Agency's Counsel or Bond Counsel regarding the due authorization, validity and enforceability of this Loan Agreement and the due adoption of the resolution or ordinance of the Public Agency authorizing the execution and delivery of this Loan Agreement (enforceability may be subject to standard bankruptcy exceptions and the like); provided such opinion may be delivered at the time of the first Draw on the initial Loan;

(b) A certified resolution or ordinance of the Public Agency, authorizing the execution and delivery of this Loan Agreement;

(c) Approval of the Public Agency as a participant in the Pooled Commercial Paper Loan Program by the Bank and approval by the Bank of this Agreement and Designated Revenues; and

(d) Such other certificates, opinions, documents and information as the Administrator, the Bank or Bond Counsel may reasonably require.

SECTION 4.02. CONDITIONS PRECEDENT TO LOANS AND DRAWS. Each Loan made to a Public Agency pursuant to the terms hereof shall be subject to approval by the Commission or the Administrator, acting on behalf of the Commission, in its sole discretion, of (a) the Project or Projects or Public Agency Expenses to be funded from the proceeds of the Loan, (b) the Loan Amount applicable to such Loan, (c) the Series of Commercial Paper Notes to be used to make the Loan, and (d) the Repayment Schedule of such Loan. The Repayment Schedule and Loan Amount must be approved by the Bank. The Repayment Schedule may be amended from time to time subject to the provisions of Sections 3.04(c) and 5.01(b) and (c) hereof. The Repayment Schedule shall also be amended, by notice from the Administrator or the Bank to the Public Agency and the Trustee, to the extent necessary to amortize the Loan in accordance with Section 2.16(a) of the Credit Agreement. Approval by the Administrator shall be evidenced by the certificate of an Authorized Officer thereof. Each Draw shall be subject to the provisions of Section 3.03(b) hereof relating to Bank approval of the increase in the Commitment which is a condition precedent to each such Draw.

SECTION 4.03. LOAN SUBMISSIONS. At or before the time of making the initial Draw for each Loan, the Public Agency shall provide to the Administrator, the Bank and Bond Counsel the following documents each dated the date such Draw is made:

(a) A certified resolution or ordinance of the Public Agency, authorizing such Loan and authorizing the Project or Projects or Public Agency Expenses to be funded from proceeds of the Loan;

(b) An opinion of the Public Agency's Counsel and/or Bond Counsel in form and substance acceptable to the Administrator and the Bank substantially in the form of Exhibit A to this Loan Agreement; provided, however, that the Administrator may permit variances in such opinion from the form or substance of such Exhibit A, with the consent of the Bank, if, in the judgment of the Administrator, such variance is not to the material detriment of the interests of the holders;

(c) A certificate of the officials of the Public Agency who sign this Loan Agreement substantially in the form of Exhibit B to this Loan Agreement; provided, however, that the Administrator may permit variances in such certificate from the form or substance of Exhibit B, with the consent of the Bank, if, in the judgment of the Administrator, such variance is not to the material detriment of the interests of the holders;

(d) This executed Loan Agreement;

(e) An Arbitrage Certificate in form and substance satisfactory to Bond Counsel;

(f) Approval of the Administrator and the Bank required by Section 4.02 hereof;

(g) The Repayment Schedule for the Draw, as approved pursuant to Section 4.02 hereof; and

(h) Such other certificates, documents, opinions and information as the Administrator, the Bank or Bond Counsel may reasonably require.

The aforementioned opinions, documents and certificates need not be submitted to the extent they have been previously submitted by the Public Agency, except as the same are required by the Administrator or Bank to be updated. Provision of any of the above-described documents may be waived by the Administrator and the Bank.

SECTION 4.04. DRAW SUBMISSIONS. At or prior to the time of making any Draw for a Loan the Public Agency shall submit to the Administrator, the Bank and Bond Counsel:

(a) A copy of the Draw Request for such Draw;

(b) If applicable, a copy of a completed and executed Form 8038-G relating to the Draw to be filed with the Internal Revenue Service;

(c) A certificate of an Authorized Officer of the Public Agency to the effect that the representations and warranties contained in the Loan Agreement are true and correct as of the date of the Draw and that no Default or Event of Default exists at such date;

(d) A copy of a certificate substantially in the form of Exhibit C hereto indicating the Credit Facility fee applicable to such Draw;

(e) A Loan Note duly executed by the Public Agency reflecting the terms of the Draw, including the Repayment Schedule, in form and substance as provided in Exhibit D hereto;

(f) A certificate of an Authorized Officer of the Public Agency setting forth (i) any Debt incurred by the Public Agency since the last Draw, including Debt secured by any of the Designated Revenues, and (ii) any Debt which the Public Agency intends to incur within one year of the date of the Draw which pledges any of the Designated Revenues, and stating whether there has been any material adverse change in the financial condition of the Public Agency since the date the last financial statements were filed with the Bank;

(g) A new or amended Arbitrage Certificate; and

(h) Such other opinions, documents, certificates and information as the Administrator, the Bank or the Bond Counsel may reasonably require.

Provision of any of the above-described documents may be waived by the Administrator and the Bank.

ARTICLE V LOAN REPAYMENTS

SECTION 5.01. PAYMENT OF LOAN REPAYMENTS. (a) The Public Agency shall make all Loan Repayments in lawful money of the United States of America to the Trustee. All Loan Repayments shall be made by electronic or wire transfer or other method of immediate funds payment. The principal of each Loan shall be repaid in accordance with the Repayment Schedule relating thereto. The principal component of a Loan Repayment shall be paid on or before the date such amount is due, subject to the provisions of Sections 3.04(c) and 5.06 hereof; provided the Public Agency pays the Trustee moneys which are available not later than such due date. Unpaid interest on the Outstanding principal balance of the Loan Amounts shall be paid by the Public Agency to the Trustee, as follows:

(i) On or before the twenty-fifth (25th) day of each calendar month, the Administrator will determine the Estimated Monthly Rate and Estimated Monthly Interest for the Loan Amounts of each Series of Commercial Paper Notes from which such Loan Amounts are derived for the next succeeding calendar month.

(ii) No later than the twenty-fifth (25th) day of each month, the Administrator shall provide an invoice to the Public Agency setting forth the total amount (including without limitation, Loan Repayments and Additional Payments) due on the first Business Day of the next succeeding month. Such written notice shall state the amount of interest, Additional Payments, Monthly Investment Credits and Monthly Excess Credits relating to each Loan of the Public Agency. Such notice shall also state the amount of principal due, if any, in the next succeeding month. A copy of such notice shall be provided to the Trustee.

(iii) On or before the first Business Day of each month the Public Agency shall pay to the Trustee for deposit into the Interest Payment Account the Estimated Monthly Interest for such calendar month relating to each Series of Commercial Paper Notes together with the other amounts invoiced pursuant to clause (ii).

(iv) If, at any time and from time to time during a month, the Administrator determines that the amount on deposit in the Interest Payment Account will be insufficient to pay the interest due or to become due on Commercial Paper Notes in such month, the Administrator shall recalculate the Estimated Monthly Interest due from the Public Agency and require, on three (3) Business Days' notice to the Public Agency, the Public Agency to pay to the Trustee, as a part of the interest component of the Loan Repayment due in such month, an amount equal to the difference, if any, between the Estimated Monthly Interest as previously calculated and the Estimated Monthly Interest as so recalculated. Notwithstanding the definition of Estimated Monthly Rate and in accordance with the provisions of Section 3.03(b) of the Indenture, the Administrator, in its sole discretion, may

recalculate the Estimated Monthly Rate if necessary to ensure sufficient funds are on deposit in the applicable Interest Payment Account under the Indenture.

Upon full payment and discharge of the Loan, the Commission shall cause the Trustee to pay over to the Public Agency the Monthly Investment Credits and Monthly Excess Credits accrued during the calendar month in which the Loan is paid and discharged.

(b) Notwithstanding the foregoing, if the Public Agency fails to make a Loan Repayment on the due date thereof and an unreimbursed draw is made on the Letter of Credit as a result of such delinquency, interest will accrue on the unpaid portion of the Loan Repayment at the Default Rate from the original due date of such Loan Repayment to the date of payment of all due and unpaid Loan Repayments.

(c) The principal component of any Loan Repayments shall be paid by the Public Agency to the Trustee at such time and in such manner as provided in the Repayment Schedules, unless (i) the Loan Amounts are prepaid in accordance with the terms hereof, (ii) the Repayment Schedules are modified in accordance with the terms hereof, including, but not limited to Section 3.04(c) hereof, (iii) any portion of the Loan becomes subject to mandatory prepayment pursuant to Section 5.06 hereof, or (iv) the due dates of the Loan Repayments are accelerated pursuant to the terms of Section 8.03 hereof.

(d) In determining the Estimated Monthly Interest as described in Section 5.01(a) above, the Public Agency receives a credit against each Loan Repayment for investment earnings on moneys in the Accounts. The Public Agency shall receive a pro-rata share of such investment earnings based on the amount of money representing the interest component of Loan Repayments as described in Section 5.02(a) hereof made by each Public Agency participating in the Pooled Commercial Paper Loan Program.

(e) The Public Agency acknowledges that the Commission has agreed, pursuant to Section 3.03(g) of the Indenture, that upon the occurrence and continuance of any default under Section 8.01(a) hereof, or, upon the acceleration of the Loan, all Loan Repayments are to be deposited by the Trustee in a special escrow account pursuant to such Section 3.03(g) and held as a part of the Trust Estate for the sole benefit of and as security for the Noteholders and the Bank, pending the application of such moneys to pay, or to reimburse the Bank (including interest on unreimbursed amounts at the applicable rate or rates as set forth in the Credit Agreement) for L/C Payments made by the Bank to pay, Commercial Paper Notes and the interest thereon at their maturity; provided, that (i) any net earnings (or losses) derived from the investment of any portion of such moneys held in such special escrow account shall be credited to (or, in the case of losses, payable by) the Public Agency, and (ii) the Public Agency shall remain liable for its share of the amounts specified in subsections (a), (b), (c) and (d) of Section 5.02 hereof accruing during the period moneys are held by the Trustee in such special escrow account. The Public Agency agrees that it shall have no interest in or rights to such special escrow account, subject to clause (i) of

the proviso in the preceding sentence. The provisions of this Section 5.01(e) shall survive the payment in full of the Loan Repayments.

(f) The Public Agency shall make all Loan Repayments in lawful money of the United States of America to the Trustee as required hereby. All Loan Repayments shall be made by electronic or wire transfer or other method of immediate funds payment at or prior to 3:00 p.m. on the due date.

(g) Any amount not paid when due shall bear interest at the Default Rate until paid.

SECTION 5.02. CALCULATION OF LOAN RATE. Except as otherwise provided in Section 5.01 of this Loan Agreement, the Loan Rate shall equal the sum of subsections (a), (b), (c) and (d) minus (e) of this Section 5.02:

(a) Interest on the Commercial Paper Notes. A rate which reflects the Actual Monthly Interest on the Loan, payable in the amount of Estimated Monthly Interest, subject to Monthly Excess Credits and Monthly Investment Credits, as provided in Section 5.01 hereof; and, provided further, however, the Public Agency recognizes that when Commercial Paper Notes become due for payment and Commercial Paper Notes cannot be sold by the Dealer to repay such maturing Commercial Paper Notes, such Commercial Paper Notes must be paid with funds provided by the Bank under the Credit Agreement, and the interest rate on Loans or portions thereof will reflect the Bank Rate in accordance with the terms of the Credit Agreement.

(b) Proportionate Expenses. A rate which reflects the Public Agency's Proportionate Share of the following items, fees and expenses to the extent that such items are not paid as provided in Sections 5.05 and 6.06(e) hereof:

(i) the fees and expenses of the Administrator owed to it under the Administration Agreement;

(ii) the fees and expenses of the Trustee owed to it under the Indenture;

(iii) the expenses of the Commission, including legal and accounting fees;

(iv) the rating fees of Moody's Investors Service and/or Standard & Poor's Corporation;

(v) any loss on investments of the Trust Estate;

(vi) any fees or penalties related to terminating the Program or replacing the Credit Facility; and

(vii) such other reasonable fees and expenses in connection with the Commercial Paper Notes or this Loan Agreement as the Commission may determine.

Extraordinary expenses payable pursuant to this Section 5.02(b) shall be stated separately on the bill delivered by the Administrator to the Public Agency.

(c) Credit Facility Charges. A rate which reflects the Credit Facility fees or charges of the Bank owed to it under the Credit Agreement by the Public Agency, plus any commitment fees or other fees payable under Section 3.03(c) hereof. The letter of credit fees component of such Credit Facility charge or charges shall be provided in a certificate substantially in the form of Exhibit C hereto or in a resolution adopted by the Public Agency approving the Loan relating thereto, as the same may be amended from time to time. In addition, the Public Agency shall be responsible for payment of a Proportionate Share of any other amounts owing the Bank under the Credit Agreement.

(d) Proportionate Dealer Fees. A rate which reflects the Public Agency's Proportionate Share of the fees and expenses of the Dealer owed to it under the Dealer Agreement.

(e) Credits. The Public Agency shall receive the credits referred to in Sections 5.01(a) and 5.01(d) hereof (without duplication), applied as set forth in Section 5.02(a) above.

SECTION 5.03. LOAN REPAYMENTS. The obligation of the Public Agency to make Loan Repayments or payment of any other amounts required hereunder and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events. Notwithstanding any dispute between the Public Agency and the Commission, the Trustee, the Bank, the Administrator or any Noteholder, the Public Agency shall pay Loan Repayments or any other amounts when due and shall not withhold any Loan Repayments or any other amounts payable hereunder pending final resolution of such dispute nor shall the Public Agency assert any right of setoff or counterclaim against its obligation to make such payments required under this Loan Agreement. The Public Agency's obligation to make payment of Loan Repayments or any other amounts due shall not be abated through accident or unforeseen circumstances. The Commission, the Bank and the Public Agency agree that the Public Agency shall bear all risk of damage or destruction in whole or in part to the Projects or any part thereof, including without limitation any loss, complete or partial, or interruption in the use, occupancy or operation of such Projects, or any manner or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Projects or the compliance by the Public Agency with any of the terms of this Loan Agreement. Notwithstanding the foregoing, this Section shall not limit the rights of the Public Agency to recover amounts owing to it, except as specifically set forth herein.

SECTION 5.04. MAXIMUM LEGAL INTEREST RATE. Notwithstanding the calculation of interest pursuant to Section 5.02 hereunder, the Commission and the Public Agency acknowledge that it is their intent to contract hereunder in strict compliance with the usury laws of the State. In furtherance thereof, the Commission and the Public Agency stipulate and agree that none of the terms and provisions contained herein or under any instruments held as security hereunder, shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the Maximum Legal Rate. The Public Agency shall never be liable for interest on any Loan Note at a rate in excess of the Maximum Legal Rate applicable thereto. The provisions of this Section shall control over all other provisions of this Loan Agreement and any other instruments executed in connection herewith which may be in apparent conflict herewith. If a court of competent jurisdiction shall make a final determination that the performance of any provision of this Loan Agreement shall result in a payment of an amount for such use, forbearance or detention in excess of the Maximum Legal Rate, then (a) such provision shall be deemed to be appropriately modified to the extent necessary to reduce such interest to an amount not in excess of such Maximum Legal Rate, and (b) any such excess amounts theretofore received by the Commission or its assignees shall be deemed to have been a prepayment of a like principal amount of said Loan Notes, and all necessary reallocations of subsequent payments with respect to said Loan Notes shall be made. In addition, if the rate of interest payable under Section 5.02 hereof shall exceed the Maximum Legal Rate for any period for which interest is payable (i) interest at the Maximum Legal Rate shall be due and payable with respect to such interest period, and (ii) to the extent permitted by applicable law, interest at the rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof and (B) the Maximum Legal Rate (the "Excess Interest") shall be deferred until such date as the rate of interest, calculated in accordance herewith, ceases to exceed the Maximum Legal Rate, at which time the Public Agency shall pay the Commission such portion of the deferred Excess Interest as will cause the rate of interest then paid to the Commission to equal the Maximum Legal Rate, which payments of deferred Excess Interest shall continue until all such deferred Excess Interest is fully paid to the Commission.

SECTION 5.05. COSTS OF ISSUANCE. (a) At the time of each Draw hereunder, the Public Agency agrees to pay the Administrator an amount equal to \$2,000 for each \$1,000,000 of Loan Amounts then Outstanding (including the proposed Draw) to the extent not previously paid with respect to such Outstanding amounts. The maximum aggregate amount payable pursuant to this Section 5.05(a) shall be \$40,000. Such fees shall represent the Public Agency's share of the costs of structuring the Commercial Paper Loan Program.

(b) The Public Agency shall also pay the Administrator, the Bank, Bank's Counsel and Bond Counsel, as the case may be, all reasonable fees and expenses associated with approving and administering the Loans and the Draws pursuant to the provisions of this Loan Agreement.

SECTION 5.06. MANDATORY PREPAYMENT. (a) All Loans of the Public Agency will become due and payable in full on the Expiration Date at a prepayment price of 100% of the principal amount Outstanding plus accrued interest to the prepayment date.

(b) If (i) in connection with any extension of the Expiration Date, the Bank notifies the Administrator that the Bank will not extend the Public Agency Commitment beyond the then-current Expiration Date, or will extend the Public Agency Commitment but only at a reduced amount or (ii) the Administrator determines that the Bank will not be extending the Public Agency Commitment or will be reducing the amount of the Public Agency Commitment, a principal amount of all Outstanding Loans of the Public Agency will become due and payable on the then applicable Expiration Date at a prepayment price of 100% of the principal amount to be prepaid plus accrued interest to the prepayment date. The principal amount of Loans required to be prepaid under this Section 5.06(b) shall be (A) 100% of the Outstanding principal amount in the event the Bank is not extending the Public Agency Commitment, or (B) the amount by which the Bank is reducing the amount of the Public Agency Commitment. The Administrator will promptly provide the Public Agency with notice of any such required prepayment.

SECTION 5.07. OBLIGATIONS UNCONDITIONAL. Except as provided in Section 5.01 hereof, the obligation of the Public Agency to make Loan Repayments and payment of any other amounts required hereunder from Designated Revenues and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events. Notwithstanding any dispute between the Public Agency and the Commission, the Trustee, the Bank, the Administrator or any Noteholder, the Public Agency shall pay the Loan Repayments or any other amounts when due and such obligations shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed, or otherwise modified in any manner or to any extent whatsoever and the Public Agency shall not withhold any such payments pending final resolution of such dispute nor shall the Public Agency assert any right of setoff, recoupment, abatement, or counterclaim against its obligation to make such payments required under this Loan Agreement. Subject to the foregoing, the Public Agency shall have the right to litigate any issue that cannot be amicably resolved with the Commission.

ARTICLE VI
SECURITY FOR LOANS AND PUBLIC AGENCY
COVENANTS

SECTION 6.01. STATUS OF LOAN OBLIGATIONS. Anything in this Loan Agreement to the contrary notwithstanding, it is understood and agreed that the ad valorem taxing power and the full faith and credit of the Public Agency has not been pledged to secure the obligations of the Public Agency hereunder, except to the extent ad valorem taxes are pledged pursuant to Section 6.03 hereof. Neither the Commission, the Bank, the Administrator, the Trustee nor the Holders of the Notes shall have any right to compel the exercise of any ad valorem taxing power of the Public Agency to pay the obligations owing hereunder except to the extent ad valorem taxes are pledged pursuant to Section 6.03 hereof. The obligations of the Public Agency under this Loan Agreement, including Loan Repayments and all other payments, shall be payable solely from Designated Revenues in accordance with the terms hereof. The provisions of this Section shall survive the termination and/or assignment of this Loan Agreement.

SECTION 6.02. SECURITY FOR LOAN REPAYMENTS. The Public Agency's obligation to repay the Loan Repayments shall be secured by a pledge of and lien on the Designated Revenues. The Pledged Revenues, which are part of the Designated Revenues, shall be pledged to the payment of the Loan Repayments in accordance with Section 6.03 hereof. The Public Agency hereby irrevocably pledges and grants a lien upon the Designated Revenues to the payment of the Loan Repayments in accordance with the provisions hereof.

SECTION 6.03. PLEDGED REVENUES. The Public Agency may, in its sole discretion, pledge certain of its funds to the payment of the Loan Repayments. Such Pledged Revenues shall be described in a resolution adopted by the Public Agency approving the Loan relating thereto. The pledge of and lien on such Pledged Revenues shall commence and terminate at such times and in accordance with the provisions of such resolution. The Public Agency may provide for the termination and defeasance of the pledge of and lien on such Pledged Revenues in accordance with the terms of any such resolution. The terms and provisions of any resolution shall be subject to the approval of the Administrator and the Bank. At or prior to the pledge of any Pledged Revenues the Public Agency shall submit to the Administrator and the Bank (a) a certified copy of the resolution or ordinance of the Public Agency pledging such Pledged Revenues and (b) an opinion of Counsel to the Public Agency or Bond Counsel to the effect that the resolution or ordinance pledging such Pledged Revenues has been duly adopted and is enforceable in accordance with its terms (subject to standard bankruptcy exceptions and the like).

SECTION 6.04. COVENANT TO BUDGET AND APPROPRIATE.
(a) Until all Loan Repayments and other amounts owing hereunder are paid or deemed paid pursuant to the provisions of this Loan Agreement, the Public Agency hereby covenants to appropriate in its annual budget, by amendment if necessary, from Non-Ad Valorem

Revenues lawfully available in each fiscal year of the Public Agency in which principal or interest on the Loan Repayments and other amounts owing hereunder becomes due and payable, amounts sufficient, together with other available moneys, to pay the Loan Repayments and other amounts owing hereunder, as the same become due (whether by redemption, at maturity or otherwise). Such covenant and agreement on the part of the Public Agency to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments hereunder shall have been budgeted, appropriated and actually paid. Once such Non-Ad Valorem Revenues are so budgeted and appropriated, the same shall constitute "Public Agency Moneys" hereunder. Notwithstanding the foregoing covenant of the Public Agency, the Public Agency does not covenant to maintain any services or programs, now provided or maintained by the Public Agency, which generate Non-Ad Valorem Revenues.

(b) Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Public Agency from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Public Agency to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Bank, the Commission, the Administrator, the Trustee or the Noteholders a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Public Agency. Such covenant to appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereinafter entered into (including the payment of debt service on bonds and other debt instruments). Such covenant to budget and appropriate Non-Ad Valorem Revenues shall not in any way detract from the pledge of and lien on the Pledged Revenues, if any, provided herein. However, the covenant to budget and appropriate in its general annual budget for the purposes and in the manner stated herein shall have the effect of making available for the payment of the Loan Repayments and other amounts owing hereunder in the manner described herein Non-Ad Valorem Revenues and placing on the Public Agency a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations hereunder; subject, however, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Public Agency or which are legally mandated by applicable law; and subject, further, to the provisions of Section 166.241(2), Florida Statutes, insofar as there are not sufficient Non-Ad Valorem Revenues to comply with such covenant to budget and appropriate after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for legally mandated or essential governmental services and programs of the Public Agency.

(c) During such time as any Loan Amounts are outstanding hereunder (including but not limited to at the time of issuance or incurrence of additional indebtedness which is secured by any Non-Ad Valorem Revenues or is payable from a covenant to budget and

appropriate legally available Non-Ad Valorem Revenues that is similar to the one set forth herein) which are secured by the covenant to budget and appropriate legally available Non-Ad Valorem Revenues, the Public Agency agrees and covenants with the Commission and the Bank that: (i) Non-Ad Valorem Revenues (average of actual receipts over the prior two years) must cover projected maximum annual debt service on Debt secured by and/or payable from any Non-Ad Valorem Revenues by at least 1.5x; and (ii) projected maximum annual debt service requirements for all Debt secured by and/or payable from any Non-Ad Valorem Revenues will not exceed 20% of Governmental Fund Revenues (defined as general fund, special fund, debt service fund and capital projects funds), exclusive of (i) ad valorem revenues restricted to payment of debt service on any Debt and (ii) any Debt proceeds, and based on the Public Agency's audited financial statements. For the purposes of these covenants maximum annual debt service means the lesser of the actual maximum annual debt service on all Debt or 15% of the original par amount of the Debt, in each case, secured by or payable from Public Agency Non-Ad Valorem Revenues. The Public Agency agrees that, as soon as practicable after the end of each fiscal year, it shall deliver to the Bank a certificate setting forth the calculations of the financial ratios provided in this Section 6.04(c) and certifying that it is in compliance with the provisions of this Section 6.04(c).

For purposes of the foregoing covenant, all Debt (including Loans hereunder) bearing interest at a variable rate shall be assumed to bear interest at the higher of 6.00% per annum or the actual interest rate borne during the month immediately preceding the date of calculation and shall be assumed to amortize on a level basis over 20 years. Notwithstanding the foregoing covenant, for purposes of calculating annual debt service on any Loan hereunder for which a Draw has been funded, such Loan shall be assumed to be fully funded.

(d) The covenant to budget and appropriate provided in this Section may, with the consent of the Administrator and the Bank, be released in lieu of the pledge of Pledged Revenues as provided in Section 6.02 hereof. The release of such covenant shall be evidenced by a certificate executed by the Public Agency and approved in writing by the Bank and the Administrator.

SECTION 6.05. PAYMENT COVENANT. The Public Agency covenants that it shall duly and punctually pay from Designated Revenues the Loan Repayments and other amounts owing hereunder at the dates and place and in the manner provided herein.

SECTION 6.06. ADDITIONAL COVENANTS. The Public Agency makes the following additional covenants and representations as of the date first above written and such covenants shall continue in full force and effect until all amounts due hereunder have been paid in full:

(a) Books and Records. The Public Agency will keep books and records of the receipt of the Designated Revenues in accordance with generally accepted accounting

principles, and the Administrator, the Bank and the Trustee shall have the right at all reasonable times to inspect the records, accounts and data of the Public Agency relating thereto.

(b) Annual Audit and Other Information. The Public Agency shall (i) furnish or cause to be furnished to the Bank upon request, as soon as available, and in any event not less than forty-five (45) days after the beginning of each fiscal year, a copy of its budget for such fiscal year, (ii) cause the financial statements of the Public Agency for each fiscal year to be audited by an Accountant, (iii) furnish or cause to be furnished to the Bank and the Administrator, as soon as available and in any event not less than ten (10) days after the issuance thereof, a copy of any final official statement relating to Debt of the Public Agency, and (iv) additional information as reasonably requested by the Bank. Such annual financial statements shall contain, but not be limited to, a balance sheet, a statement of revenues, expenditures and changes in fund balance, and any other statements as required by law or accounting convention. The annual financial statement shall be prepared in conformity with generally accepted accounting principles, and shall be furnished to the Bank as soon as available and in any event not more than 210 days after the end of the applicable fiscal year. The Public Agency shall also provide a certificate to the Bank each year with the audited financial statements certifying that it is in compliance with all of the provisions herein and is not in default hereunder. Such certificate may also include the certification required under Section 6.04(c) hereof.

(c) Right of Inspection. The Commission, the Bank, the Trustee, and their designated agents shall have the right at all reasonable times during normal business hours to enter into and upon the property of the Public Agency for the purpose of inspecting books and records of the Public Agency relating to this Loan Agreement, the Designated Revenues and the transactions contemplated hereby and by the Indenture.

(d) Information. The Public Agency's chief financial officer shall, at the reasonable request of the Trustee or the Bank, discuss the Public Agency's financial matters with the Bank and the Trustee. In addition, the Public Agency shall furnish the Administrator all necessary information relating to its financial condition to enable the Commission and the Administrator to make all disclosures to the Noteholders required by State or Federal law. The Public Agency shall immediately inform the Administrator of any material adverse change in its financial condition.

(e) Agreement to Reimburse Certain Amounts.

(i) To the extent allowed by law, the Public Agency will pay to, reimburse or indemnify the Commission, the Administrator, the Bank, the Trustee, each member, officer, commissioner, employee and agent of the Commission, the Administrator, the Bank, the Trustee and each other Person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies of the Commission, the Administrator, the Bank and the Trustee for any

and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees), suits, claims and judgments of whatsoever kind and nature, arising or resulting from, or in connection with, this Loan Agreement, the Credit Agreement or the Projects or the breach or violation of any agreement, covenant, representations or warranty of the Public Agency set forth in this Loan Agreement or any document delivered pursuant hereto or in connection herewith.

(ii) In addition, to the extent allowed by law, the Public Agency will reimburse all other Public Agencies participating in the Pooled Commercial Paper Program to the extent the Public Agency has committed any act or failed to commit an act and the result of such action or failure to act is that the cost of participating in the Pooled Commercial Paper Program of such Public Agencies is increased. Such reimbursement includes, without limitation, any increased costs incurred by other participating Public Agencies as a result of the Public Agency failing to make a Repayment or any other payment hereunder when due.

(iii) The provisions of this Section 6.06(e) shall survive the termination of this Loan Agreement.

(f) Further Assurance. The Public Agency shall execute and deliver to the Commission, the Administrator, the Bank or the Trustee, as the case may be, all such documents and instruments and do all such other acts and things as may be necessary or reasonably required by the Trustee, the Administrator, the Bank or the Commission to enable the Trustee, the Administrator, the Bank or the Commission to exercise and enforce its rights under this Loan Agreement, and to validate, preserve and protect the position of the Trustee, the Administrator, the Bank and the Commission under this Loan Agreement.

(g) Use of the Projects. The Public Agency will not use the Projects or suffer or permit the Projects to be used in any manner or to any extent which would result in the loss of the exclusion of interest on the Commercial Paper Notes from gross income for federal income tax purposes pursuant to the Code.

(h) Special Covenants. The Public Agency agrees to fully comply with any additional covenants required by the Bank or the Commission with respect to a particular Loan which shall be provided in a certificate or in a resolution adopted by the Public Agency approving the Loan relating thereto, the terms of which are incorporated herein by reference. Such covenants may be established, terminated or modified at any time with the written consent of the Bank.

(i) Compliance with Laws, etc. The Public Agency shall comply with the requirements of all applicable laws, the terms of all grants, rules, regulations and orders of any governmental authority, non-compliance with which would, singly or in the aggregate, materially adversely affect its business, properties, earnings, prospects or credit, unless the

same shall be contested by it in good faith and by appropriate proceedings which shall operate to stay the enforcement thereof.

(j) Tax Exempt Status of Commercial Paper Notes.

(i) The Commission and the Public Agency understand that it is the intention hereof that the interest on the Commercial Paper Notes be excluded from the gross income of the Holders thereof for federal income tax purposes. In furtherance thereof, the Public Agency agrees that so long as any Loans are Outstanding under this Agreement it will take all action within its control which is necessary in order for the interest on the Commercial Paper Notes to be excluded from gross income for purposes of federal income taxation (other than those Series B Notes held by a person who is deemed a "substantial user" of a Project or a "related person" to a "substantial user" of a Project within the meaning of Section 147(a) of the Code) and shall refrain from taking any action which results in such interest becoming so taxable.

(ii) In order to maintain the exclusion from gross income for purposes of federal income taxation of interest on the Commercial Paper Notes the Public Agency shall comply with each requirement of the Code applicable to the Loan Amounts. In furtherance of the covenant contained in the preceding sentence, the Public Agency shall execute an Arbitrage Certificate for each Loan and shall comply with all the terms and conditions thereof. Such Arbitrage Certificate shall be deemed to be reexecuted and reaffirmed as of the date of each subsequent delivery of Series A Notes or Series B Notes, the proceeds of which are used to pay the principal of Series A Notes or Series B Notes, which financed or refinanced such Loan unless and until the Public Agency shall furnish the Administrator and Bond Counsel a new Arbitrage Certificate or a supplement or modification to the existing one. The Public Agency shall set forth in each of its Arbitrage Certificates its reasonable expectations on the date of delivery of such Arbitrage Certificate as to compliance with the relevant requirements of Section 103 and Sections 141 through 150 of the Code and as to the relevant facts, estimates and circumstances relating to the use of proceeds of a Loan, and any other matters deemed relevant by Bond Counsel. The facts, estimates and circumstances set forth in each such Arbitrage Certificate will be, to the best knowledge of an Authorized Officer of the Public Agency, true and correct as of the date thereof. The Public Agency shall inform Bond Counsel of any change in the facts, estimates and circumstances contained in any Arbitrage Certificate.

(iii) So long as necessary in order to maintain the exclusion, if any, from gross income of interest on the Commercial Paper Notes for federal income tax purposes (other than those Series B Notes held by a person who is deemed a "substantial user" of a Project or a "related person" to a "substantial user" of a Project within the meaning of Section 147(a) of the Code), the covenants contained

in this Section shall survive the payments of the Commercial Paper Notes and the interest thereon, including any payment or defeasance thereof.

(iv) The Public Agency shall not take or permit any action or fail to take any action so long as any Loans are Outstanding under this Agreement which would cause the Commercial Paper Notes to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(v) The Public Agency covenants to provide the Administrator with all material and information necessary to enable the Administrator to file all reports required under the Code.

(vi) The Public Agency shall make any and all payments required to be made to the United States Department of the Treasury in connection with the Loan Amounts pursuant to Section 148(f) of the Code.

(k) Agreement Re: Contingency Account. The Public Agency agrees on the Commencement Date to execute the Agreement Re: Contingency Account substantially in the form attached hereto as Exhibit E. The Public Agency agrees to comply with the terms of the aforementioned Agreement and to make such amendments to the Agreement as shall be reasonably requested to ensure the prompt payment of the Loan Repayments; provided, however, no amendment may be made without the prior written consent of the Bank.

ARTICLE VII
ASSIGNMENT AND PAYMENT BY THIRD PARTIES

SECTION 7.01. ASSIGNMENT BY COMMISSION. This Loan Agreement and the obligations of the Public Agency to make payments hereunder may be assigned and reassigned by the Commission in whole or in part to one or more assignees or subassignees at any time subsequent to its execution without the necessity of obtaining the consent of the Public Agency. Any assignment by the Commission shall be subject to the prior written consent of the Bank, except in the case of an assignment to the Trustee. The Public Agency expressly acknowledges that this Loan Agreement and the obligations of the Public Agency to make payments hereunder (with the exception of the Commission's rights to reimbursement, indemnification, fees and expenses), have been pledged and assigned to the Trustee and the Bank under the Indenture as security for the holders of the Commercial Paper Notes and the Bank and that the Trustee shall be entitled to act hereunder in the place and stead of the Commission whether or not any of the Commercial Paper Notes or this Loan Agreement are in default. In addition, the Public Agency acknowledges that the Commission has appointed an Administrator which shall be entitled to act hereunder in the place and stead of the Commission, but only to the extent of such appointment.

SECTION 7.02. ASSIGNMENT BY PUBLIC AGENCY. This Loan Agreement may not be assigned by the Public Agency for any reason without the express prior written consent of the Commission, the Administrator, the Bank and the Trustee, except in the case of an assignment to the Bank in accordance with Section 8.03 hereof and Section 10.05 of the Indenture. After receipt of notice of any such assignment of this Loan Agreement to the Bank, the Public Agency will make all payments required under Article V hereof directly to the Bank, in accordance with the terms hereof and of the Credit Agreement.

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

SECTION 8.01. EVENTS OF DEFAULT DEFINED. The following shall be "Events of Default" under this Loan Agreement and the terms "Event of Default" shall mean (except where the context clearly indicates otherwise), whenever such term is used in this Loan Agreement, any one or more of the following events:

- (a) Failure by the Public Agency to timely pay any Loan Repayment;
- (b) Failure by the Public Agency to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in Section 8.01(a) or 8.02 hereof, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, is given to the Public Agency by the Commission, the Bank, the Administrator or the Trustee, unless the Commission, the Bank, the Administrator and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Commission, the Noteholders, the Bank or the Trustee, as the case may be, but cannot be cured within the applicable 30-day period, the Commission, the Bank, the Administrator and the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Public Agency within the applicable period and diligently pursued until the failure is corrected;
- (c) Any warranty, representation or other statement by the Public Agency or by an officer or agent of the Public Agency contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material adverse respect;
- (d) A petition is filed against the Public Agency under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and an order for relief is entered or such petition is not dismissed within sixty (60) days of such filing;
- (e) The Public Agency files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;
- (f) The Public Agency admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the Public

Agency or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 60 days; or

(g) Any Debt of or assumed by the Public Agency (i) is not paid when due nor within any applicable grace period in any agreement or instrument relating to such Debt, (ii) becomes due and payable before its normal maturity by reason of a default or event of default, however described, or (iii) becomes subject to a moratorium.

SECTION 8.02. NOTICE OF DEFAULT. (a) The Public Agency agrees to give the Trustee, the Bank, the Administrator and the Commission prompt written notice if any petition, assignment, appointment or possession referred to in Sections 8.01(d), 8.01(e) and 8.01(f) hereof is filed by or against the Public Agency or of the occurrence of any other event or condition which constitutes an Event of Default, or an event or condition which, with the passage of time or the giving of notice or both, would constitute an Event of Default, immediately upon becoming aware of the existence thereof.

(b) The Commission or Administrator will notify the Bank on the same Business Day as the Commission becomes aware of the existence of an Event of Default, specifying the nature thereof.

SECTION 8.03. REMEDIES ON DEFAULT. Whenever any Event of Default referred to in Section 8.01 hereof shall have happened and be continuing, the Commission, the Bank or the Trustee shall, in addition to any other remedies herein or by law provided, have the right, at its or their option without any further demand or notice, but subject to the right of the Bank to direct the enforcement of remedies pursuant to the Indenture, to (a) declare all Loan Repayments and all other amounts due hereunder (i) to be immediately due and payable without further notice or demand in the case of an Event of Default occurring under Sections 8.01(a), 8.01(d), 8.01(e) or 8.01(f) hereof, and (ii) to be due and payable without further notice or demand on a date which shall be no sooner than ninety (90) days of the date notice is given to the Public Agency in the case of an Event of Default occurring under Sections 8.01(b), 8.01(c) or 8.01(g) hereof, or (b) take such steps and exercise such remedies as provided in Article V of the Indenture, and take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its or their rights hereunder.

Upon the occurrence of an Event of Default, the Public Agency agrees that the Bank may notify the Commission and the Trustee prior to 1:00 p.m. (New York City time) on the proposed date of issuance of any Notes pursuant to Section 2.06(c)(iv)(A) of the Indenture to discontinue issuing and delivering Notes for the purpose of repaying maturing Notes in an amount equal to the aggregate principal amount of the outstanding Loans to the Public Agency pursuant to Section 3.03(g) of the Indenture; provided, that notwithstanding any such notice, the obligation of the Bank to permit drawings under the Credit Facility shall not terminate with respect to any Notes issued prior to the time

provided in this sentence. In connection therewith, the Trustee shall draw on the Credit Facility to repay such maturing Notes and upon the Bank honoring such draw, the Bank may direct the Commission and the Trustee to cause this Loan Agreement to be assigned solely to the Bank. The Bank may also instruct the Trustee to draw on the Credit Facility in an amount equal to the aggregate principal amount of the outstanding Loans to the Public Agency, plus the interest to accrue thereon through the earliest date on which the Trustee will be able to apply the amount drawn to discharge a principal amount of Commercial Paper Notes equal to the principal amount of such Loans and, upon the Bank honoring such draw, the Bank may direct the Commission and the Trustee to cause this Loan Agreement to be assigned solely to the Bank.

SECTION 8.04. ATTORNEY'S FEES AND OTHER EXPENSES. The Public Agency shall on demand pay to the Commission, the Bank, the Administrator and the Trustee the reasonable fees and expenses of attorneys (including in connection with any appeal) and other reasonable expenses incurred by any of them in collection of Loan Repayments or any other sums due hereunder or in the enforcement of performance of any other obligations of the Public Agency hereunder upon an Event of Default. The provisions of this Section shall survive the termination and/or assignment of this Loan Agreement and the payment in full of the Public Agency's obligations hereunder.

SECTION 8.05. APPLICATION OF MONEYS. Any moneys collected by the Commission, the Bank, the Administrator or the Trustee pursuant to Section 8.03 hereof shall be subject to Section 5.01(e) hereof and Section 3.03(g) of the Indenture and shall be applied (a) first, to pay any attorneys' fees or other expenses owed by the Public Agency to the Trustee or the Bank pursuant to Section 8.04 hereof, (b) second, to pay any interest due on the Loan Amounts, (c) third, to pay principal due on the Loan Amounts, (d) fourth, to pay any other amounts due hereunder, (e) fifth, to pay interest and principal on the Loan Amounts and other amounts payable hereunder but which are not due, as they become due (in the same order, as to amounts which come due simultaneously, as in clauses (a) through (d) in this Section), and (f) sixth, to pay any attorneys' fees owed by the Public Agency to the Commission or the Administrator pursuant to Section 8.04 hereof, pro rata based on the amount of such expenses owed.

SECTION 8.06. NO REMEDY EXCLUSIVE; WAIVER, NOTICE. No remedy herein conferred upon or reserved to the Commission, the Bank, the Administrator or the Trustee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Commission, the Bank, the Administrator or the Trustee to exercise any remedy reserved

to it in this Article VIII, it shall not be necessary to give any notice other than such notice as may be required in this Article VIII.

SECTION 8.07. ASSIGNMENT TO BANK. After receipt of notice of any such assignment of this Loan Agreement to the Bank pursuant to Section 8.03 hereof, the Public Agency will make all payments required under Article V hereof directly to the Bank, in accordance with the terms hereof and of the Credit Agreement.

ARTICLE IX EXCESS FUNDS

SECTION 9.01. EXCESS FUNDS. Any amounts remaining in the Trust Estate after (a) full payment of the Commercial Paper Notes or provision for payment thereof so that no Commercial Paper Notes are deemed Outstanding under the Indenture, (b) all amounts owed to the Bank under the Credit Agreement have been paid and the Credit Facility terminated, and (c) all fees, charges and expenses required to be paid pursuant to the Indenture have been paid, shall, after being held for one hundred twenty-three (123) days after such full payment or provision shall have been made and no claim shall have been made thereon, be rebated by the Trustee to Public Agency in an amount certified by the Administrator as being equal to the amount remaining in the Trust Estate (as defined in the Indenture) multiplied by the result of (i) the dollar amount of interest (other than any interest representing that portion of an interest payment reflecting the Bank Rate) theretofore received by the Trustee hereunder, divided by (ii) the total dollar amount of all interest payments theretofore received by the Trustee on all loan agreements outstanding under the Pooled Commercial Paper Loan Program (other than any interest representing that portion of an interest payment reflecting the Bank Rate).

ARTICLE X MISCELLANEOUS

SECTION 10.01. NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, or provided by electronic mail to the appropriate parties:

Commission: Florida Local Government Finance Commission
c/o Florida Association of Counties, Inc.
100 South Monroe Street
Tallahassee, Florida 32301
Attention: Director of Commercial Paper Program
Telephone: 850/922-4300
Telecopy: 850/488-7501

Public Agency: Town of Jupiter, Florida
210 Military Trail
Jupiter, Florida 33458
Telephone: 561/746-5134
Telecopy: 561/741-2585

Administrator: Florida Association of Counties, Inc.
100 South Monroe Street
Tallahassee, Florida 32301
Attention: Director of Commercial Paper Program
Telephone: 850/922-4300
Telecopy: 850/488-7501

Dealer: JPMorgan Chase Securities Inc.
450 South Orange Ave., Suite 1000
Orlando, Florida 32801
Telephone: (407) 236-5434
Telecopy: (407) 235-5444

Trustee: U.S. Bank Trust Company, National Association
Mail Code EX-FL-UORT
225 E. Robinson Street, Suite 250
Orlando, Florida 32801
Attention: Corporate Trust Services
Telephone: 407/835-3807
Telecopy: 407/835-3814

Bank: JPMorgan Chase Bank, N.A.
450 South Orange Avenue, Suite 1000
Orlando, Florida 32801
Attention: Government, Non-Profit & Healthcare
Telephone Number: 407/236-5464
Facsimile Number: 407/218-5355

Bond Counsel: Nabors, Giblin & Nickerson, P.A.
2502 Rocky Point Drive, Suite 1060
Tampa, Florida 33607
Telephone: 813/281-2222
Telecopy: 813/281-0129

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Notices to the Trustee shall be effective only upon the receipt thereof by the Trustee.

SECTION 10.02. BINDING EFFECT. To the extent provided herein, this Loan Agreement shall be binding upon the Public Agency and the Commission and shall inure to the benefit of the Public Agency, the Commission, the Bank, the Administrator and the Trustee and their respective successors and assigns.

SECTION 10.03. SEVERABILITY. In the event any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 10.04. AMENDMENTS, CHANGES AND MODIFICATIONS. This Loan Agreement may be amended by the Commission and the Public Agency, with the prior written consent of the Bank, as provided in Section 8.05 of the Indenture.

SECTION 10.05. EXECUTION IN COUNTERPARTS. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 10.06. APPLICABLE LAW. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 10.07. WAIVER OF JURY TRIAL. To the extent permitted by applicable law, each of the Public Agency, the Commission and the Bank, knowingly, voluntarily and intentionally waives any right each may have to a trial by jury in respect of any litigation based on, or arising out of, under or in connection with this Loan Agreement, the Loans or any agreement contemplated to be executed in connection with this Loan Agreement, or any course of conduct, course of dealing, statements (whether verbal or

written) or actions of any party with respect hereto. This provision is a material inducement to the Bank agreeing to provide credit and liquidity support to Loans hereunder.

SECTION 10.08. BENEFIT OF NOTEHOLDERS; COMPLIANCE WITH INDENTURE. This Loan Agreement is executed in part to induce the purchase of the Commercial Paper Notes. Accordingly, all covenants, agreements and representations on the part of the Public Agency and the Commission, as set forth in this Loan Agreement, are hereby declared to be for the benefit of the Holders, from time to time, of the Commercial Paper Notes and of the Bank.

SECTION 10.09. CONSENTS AND APPROVALS. Whenever the written consent or approval of the Commission shall be required under the provisions of this Loan Agreement, such consent or approval may be given by an Authorized Officer of the Commission or such other additional person provided by rules, regulations or resolutions of the Commission.

SECTION 10.10. IMMUNITY OF OFFICERS, EMPLOYEES AND MEMBERS OF COMMISSION. No recourse shall be had for any representation, obligation, covenant or agreement in this Loan Agreement against any past, present or future officer, member, employee, director or agent of the Commission, as such, and all such liability of any such officers, members, employees, directors or agents, as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Loan Agreement.

SECTION 10.11. CAPTIONS. The captions or headings in this Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

SECTION 10.12. NO PECUNIARY LIABILITY OF COMMISSION. No provision, covenant or agreement contained in this Loan Agreement on behalf of the Commission, or any obligation herein imposed upon the Commission, or the breach thereof, shall constitute an indebtedness or liability of the State or any political subdivision of the State (excluding the participating public agencies to the extent of their obligations under their respective loan agreements) or any public corporation or governmental agency existing under the laws thereof other than the Commission. In making the agreements, provisions and covenants set forth in this Loan Agreement, the Commission has not obligated itself except with respect to the Trust Estate.

SECTION 10.13. PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS. In any case where the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Loan Agreement, shall be other than a Business Day, then such payment or performance shall be made on the succeeding Business Day with the same force and effect as if done on the nominal date

provided in this Loan Agreement, provided that interest on any monetary obligation hereunder shall accrue at the applicable rate to and including the date of such payment.

SECTION 10.14. RIGHT OF OTHERS TO PERFORM PUBLIC AGENCY'S COVENANTS. If the Public Agency shall fail to make any payment or perform any act required to be performed hereunder, then and in each such case the Commission, the Bank, the Administrator or the Trustee or any of them, may (but shall not be obligated to) remedy such default for the account of the Public Agency and make advances for that purpose. No such performance or advance shall operate to release the Public Agency from any such default and any sums so advanced by the Commission or the Trustee shall bear interest at the Default Rate from the date of the advance until repaid as provided herein.

IN WITNESS WHEREOF, the Commission has caused this Loan Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers as of the date first above written.

**FLORIDA LOCAL GOVERNMENT
FINANCE COMMISSION**

(SEAL)

By: _____
Chairman

Attest:

Secretary-Treasurer

IN WITNESS WHEREOF, the Public Agency has caused this Loan Agreement to be executed in its name with its seal hereunto affixed and attached by its duly authorized officers as of the date first above written.

TOWN OF JUPITER, FLORIDA

(SEAL)

By: _____
JIM KURETSKI, MAYOR

Attest:

By: _____
LAURA CAHILL, TOWN CLERK

THOMAS J. BAIRD, ESQ.
Approved as to form and legal sufficiency

IN WITNESS WHEREOF, the Bank has caused this Loan Agreement to be executed in its name by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By: _____
Authorized Signatory

EXHIBIT A
OPINION OF PUBLIC AGENCY'S COUNSEL
IN CONNECTION WITH LOAN

[Letterhead of Counsel to Public Agency]

[Date of the Draw]

Florida Local Government
Finance Commission
Tampa, Florida

U.S. Bank Trust Company, National
Association, as Trustee
Orlando, Florida

JPMorgan Chase Bank, N.A.,
as Letter of Credit Provider
Orlando, Florida

Nabors, Giblin & Nickerson, P.A.
Tampa, Florida

Ladies and Gentlemen:

I am counsel to the Town of Jupiter, Florida (the "Public Agency"), and have been requested by the Public Agency to give this opinion in connection with a loan in the principal amount of \$ _____ (the "Loan") by the Florida Local Government Finance Commission (the "Commission") to the Public Agency of funds to finance, refinance or reimburse the cost of _____ (the "Project") [the Public Agency Expenses (as defined in the hereinafter defined Loan Agreement)] pursuant to the terms and conditions of the Loan Agreement, dated as of _____ (the "Loan Agreement"), among the Commission, the Public Agency and JPMorgan Chase Bank, N.A.

In this connection, I have reviewed such records, certificates and other documents as I have considered necessary or appropriate for the purposes of this opinion, including Chapter 166, Florida Statutes, Chapter 163, Florida Statutes, and other applicable provision of law, the relevant resolutions or ordinances adopted by the Town Council of the Public Agency approving the Loan (collectively, the "Resolution"), the Loan Agreement and the Trust Indenture, dated as of June 6, 2011, (the "Indenture"), between the Commission and U.S. Bank Trust Company, National Association, as Trustee. Based on such review and such investigation as I have deemed necessary and such other consideration of law and fact as I believe to be relevant, I am of the opinion that:

1. The Public Agency is a duly constituted municipal corporation of the State of Florida ("State"), validly existing and in good standing under the laws of the State, is not in violation of any provision of law material to the transactions contemplated by the

Loan Agreement and the Loan, and has all requisite power and authority to execute and deliver the Loan Agreement and the Loan Note or Notes (as defined in the Loan Agreement) related to the Project [Public Agency Expenses], to enter into the Loan and to acquire, construct and equip the Project [finance the Public Agency Expenses].

2. No approval, authorization, consent or other order of any governmental entity or of any court, public board or body (other than those already obtained), and no approving referendum of the qualified electors of the Public Agency, is legally required for the Public Agency to enter into and perform its obligations under the Loan Agreement and the Loan Note related to the Project [Public Agency Expenses].

3. The Public Agency has the requisite power to acquire, construct and equip the Project [finance the Public Agency Expenses] and to enter into the Loan Agreement and the Loan and has duly authorized the execution and delivery of the Loan Agreement and the Loan Note related to the Project [Public Agency Expenses] and receipt of the Loan. The Public Agency is duly authorized to use the proceeds of the Loan to finance, refinance or reimburse the costs of acquiring, constructing and equipping the Project [finance the Public Agency Expenses].

4. The Loan Agreement creates a valid pledge of and lien upon the Designated Revenues (as defined in the Loan Agreement).

5. Neither the execution and delivery of the Loan Agreement, receipt of the Loan nor the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions of the Loan Agreement conflicts with or results in a breach of any of the terms, conditions or provisions of the Constitution or laws of the State (including any limit on indebtedness), or any corporate restriction or any agreement, instrument or governmental or court order to which the Public Agency is now a party or by which it is bound or constitutes a default under any of the foregoing.

6. The Public Agency has obtained all permits and approvals required by any court, governmental body or officer for the execution and delivery of the Loan Agreement and the Loan Note related to the Project [Public Agency Expenses] and receipt of the Loan; the Public Agency has complied with any applicable provisions of law requiring any notification, declaration, filing or registration with any court, governmental body or officer in connection with the execution, delivery and performance of the Loan Agreement, the Loan Note related to the Project [Public Agency Expenses] and the Loan.

7. The Loan Agreement and the Loan Note related to the Project [Public Agency Expenses] have been duly and validly authorized, executed and delivered, are in full force and effect, and each is a valid and legally binding obligation of the Public Agency, enforceable in accordance with its respective terms, except to the extent that the enforceability thereof may be limited by laws relating to the bankruptcy or insolvency of

the Public Agency or other similar laws affecting creditors' rights generally or by general principles of equity.

8. To the best of my knowledge (based upon due inquiry and investigation), there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by judicial or governmental authorities to which the Public Agency is a party or any property of the Public Agency is subject, which, if determined adversely to the Public Agency, would individually or in the aggregate (a) adversely affect the validity or the enforceability of the Loan Agreement, the Loan Note related to the Project [Public Agency Expenses] or the Loan, (b) otherwise materially and adversely affect the ability of the Public Agency to comply with its obligations under the Loan Agreement or the Loan Note related to the Project [Public Agency Expenses], or (c) materially and adversely affect the acquisition, construction and equipping of the Project [financing of the Public Agency Expenses].

9. The Public Agency is subject to suit in a court of competent jurisdiction by the Trustee or the Commission for the failure to pay any amounts due and owing by the Public Agency under, or the failure to perform any obligation required by, the Loan Agreement and the Public Agency is not entitled to the defense of sovereign immunity or any other comparable defense in any such suit.

10. The Resolution has been duly adopted and is valid and binding upon the Public Agency in accordance with the terms thereof, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy or insolvency of the Public Agency or other similar laws affecting creditors' rights generally or by general principles of equity.

[Additional opinions regarding the Pledged Revenues, if any, including the validity, enforceability and priority thereof as may be required by the Administrator, the Bank or the Trustee.]

All capitalized terms used in this opinion but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

Very truly yours,

EXHIBIT B

CERTIFICATE OF PUBLIC AGENCY IN CONNECTION WITH LOAN TO FINANCE PROJECT

The undersigned, Town Manager and Clerk of the Town of Jupiter, Florida (the "Public Agency"), acting for and on behalf of the Public Agency, hereby certify as of the date hereof as follows:

1. That the representations and warranties of the Public Agency set forth in the Loan Agreement, dated as of _____ among the Public Agency, the Florida Local Government Finance Commission (the "Commission") and JPMorgan Chase Bank, N.A., are true and correct in all material respects on the date hereof; the Public Agency is in compliance with all terms, covenants and conditions of the Loan Agreement on the date hereof; and no Event of Default (as defined in the Loan Agreement) or condition, event or act which with notice or lapse of time or both would become an Event of Default exists on the date hereof.

2. That the Public Agency has incurred, since the date of its last draw under the Loan Agreement, the Debt incurred in Schedule A attached hereto.

3. That, to the best of our knowledge, within one year from the date hereof the Public Agency intends to incur the debt pledging the Designated Revenues as described in Schedule B attached hereto.

4. That there has not been any material adverse change in the financial condition of the Public Agency since the date the last financial statements were filed with the Bank.

5. That we did heretofore cause to be officially executed the Revenue Note described in Schedule C attached hereto (the "Loan Note") of the Public Agency and the Loan Agreement.

6. That the Town Manager of the Public Agency has caused to be executed the Loan Note by [her/his] manual signature, and that said Town Manager was on the date [she/he] signed the Loan Note and is now the duly appointed Town Manager of the Public Agency.

7. That we have caused the official seal of the Public Agency to be imprinted on the Loan Note, said seal imprinted hereon being the official seal of the Public Agency, and that said Clerk was on the date [she/he] signed the Loan Note and is now the duly appointed, qualified and acting Clerk of the Public Agency.

8. That the seal which has been impressed on or otherwise reproduced on the Loan Note and upon this certificate is the legally adopted, proper and only seal of the Public Agency.

9. That there is no litigation pending or, to our knowledge, threatened to restrain or enjoin the issuance or delivery of the Loan Note or in any way contesting or affecting any authority for the issuance of the Loan Note, or the validity of the Loan Note, or in any way contesting the existence or the powers of the Public Agency.

10. That the Public Agency has the power and authority to enter into the Loan Agreement as authorized by resolution of the Public Agency. Such resolution was duly adopted by the Town Council, has not been modified or amended in any manner, and is in full force and effect as of the date hereof.

11. That no obligation issued or guaranteed by the Public Agency is in default or has been in default any time after December 31, 1975, as to principal and interest.

12. The computation of the interest rate on the Loan Note issued by the Public Agency on the date hereof is in compliance with the requirements of Section 215.84(3), Florida Statutes.

13. To the knowledge of the Public Agency, but without independent investigation, the Public Agency hereby represents that: (a) it is in compliance with all applicable provisions of the Anti-Corruption Laws (as defined below) and all applicable Sanctions (as defined below) in all material respects; (b) none of the Public Agency, any of its officers or employees, or any agent of the Public Agency that will act in any capacity in connection with or benefit from the transaction evidenced by the Loan Note, is a Sanctioned Person (as defined below); and (c) no borrowing, use of proceeds or other transaction evidenced by the Loan Note will violate any Anti-Corruption Law or applicable Sanctions.

14. The Public Agency will not knowingly use any of the proceeds derived from the Loan Note: (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any applicable Anti-Corruption Laws; (b) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned County (as defined below); or (c) in any manner that would result in the violation of any Sanctions applicable to the Public Agency.

For purposes of paragraphs 13 and 14 herein, the following definitions shall apply:

"*Anti-Corruption Laws*" means, as of the date hereof, the Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§ 78dd-1, *et seq.*, and thereafter, during any period that the Loan Note is outstanding, all similar laws, rules, and regulations of any jurisdiction

applicable to the Public Agency, if any, from time-to-time concerning or relating to bribery or corruption.

"*Person*" means any governmental and other entities, in addition to natural persons, corporations, partnerships or other legal entity.

"*Sanctions*" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government pursuant to (i) regulations promulgated by the Office of Foreign Assets Control Department of the Treasury (or any successor United States government office); (ii) the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 *et seq.*, (iii) the Trading with the Enemy Act, 50 U.S.C. App. 1 *et seq.*; and (iv) the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism.

"*Sanctioned Country*" means, at any time, a country or territory which is itself the subject or target of any Sanctions and is named on the list of "Consolidated Sanctions" maintained by the Office of Foreign Assets Control, Department of the Treasury (or any successor United States government office or list), or any similar list maintained by the United States Department of State (or any successor United States government office or list).

"*Sanctioned Person*" means, at any time, (a) any Person that is named on the list of "Special Designated Nationals or Blocked Persons" maintained by the Office of Foreign Assets Control, Department of the Treasury (or any successor United States government office or list), or any similar list maintained by the United States Department of State (or any successor United States government office or list), (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons in the foregoing clauses (a) or (b).

Any terms not otherwise defined herein shall have the meanings assigned such terms in the Loan Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the Public Agency as of this _____ day of _____, ____.

(SEAL)	<u>Title of Office</u>	<u>Term of Office Commences</u>	<u>Term of Office Expires</u>
_____	Town Manager	_____	_____
_____	Clerk	_____	_____

I, Deputy Clerk to the Town of Jupiter, Florida, do hereby certify that each of the above-described individuals are now and have continuously been since the dates of beginning of their respective current terms of office shown above, the duly elected, qualified and acting officers of the Public Agency.

Deputy Clerk

EXHIBIT C

FORM OF CREDIT FACILITY FEES CERTIFICATE

The following shall constitute the letter of credit fees for the [Loan] [Draw] made by the Commission to the Public Agency on _____: _____ Basis Points per annum

Pursuant to the Credit Agreement and the Fee Letter between the Commission and the Bank, dated as of June 6, 2011, the letter of credit fees will increase by 10 basis points for each ratings downgrade of the Public Agency and by 100 basis points upon an Event of Default under the Loan Agreement.

The letter of credit fee applicable to each Draw shall be calculated pursuant to Section 5.02(c) of the Loan Agreement.

Accepted and Approved:

PUBLIC AGENCY

By: _____
Title: Town Manager

ADMINISTRATOR

By: _____
Title:

BANK

By: _____
Title:

EXHIBIT D

**UNITED STATES OF AMERICA
STATE OF FLORIDA
TOWN OF JUPITER, FLORIDA
REVENUE NOTE, DRAW NO. ____
(JPMorgan Chase Bank)**

Principal Sum

Date of Issuance

Final Maturity Date

KNOW ALL MEN BY THESE PRESENTS, that the Town of Jupiter, Florida (the "Public Agency"), for value received, hereby promises to pay, solely from the Designated Revenues described in the within-mentioned Loan Agreement, to the order of the Florida Local Government Finance Commission, Tallahassee, Florida, or its successors or assigns (the "Noteholder"), the Principal Sum stated above advanced pursuant to that certain Loan Agreement by and among the Florida Local Government Finance Commission, the Public Agency and JPMorgan Chase Bank, N.A., dated as of _____ (the "Loan Agreement"), and to pay interest on such Principal Sum from the Date of Issuance identified above or from the most recent date to which interest has been paid at the interest rate per annum identified in the Loan Agreement commencing on the Date of Issuance until such Principal Sum shall have been paid. The Principal Sum hereof shall be payable upon the Final Maturity Date or earlier prepayment in accordance with the terms of the Loan Agreement and this Note. The Public Agency agrees to make all Loan Repayments in accordance with the terms of the Loan Agreement. This Note is subject to optional and mandatory prepayment in accordance with the Loan Agreement. Such Principal Sum and interest is payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

[Insert Repayment Schedule.]

This Note is issued under the authority of and in full compliance with the Constitution and statutes of the State of Florida, including, particularly, Chapter 166, Florida Statutes, and other applicable provisions of law, a resolution duly adopted by the Public Agency on _____ (the "Resolution"), as such resolution may be amended and supplemented from time to time, and is subject to all terms and conditions of the Resolution and the Loan Agreement. Any term used in this Note and not otherwise defined shall have the meaning ascribed to such term in the Loan Agreement.

This Note is being issued to finance or refinance the costs of _____. This Note is secured by and shall be payable from the Designated Revenues as described in the Loan Agreement.

Notwithstanding any provision in this Note to the contrary, in no event shall the interest contracted for, charged or received in connection with this Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of interest allowed under the State of Florida as presently in effect.

This Note, when delivered by the Public Agency pursuant to the terms of the Loan Agreement and the Resolution, shall not be or constitute an indebtedness of the Public Agency or of the State of Florida, within the meaning of any constitutional, statutory or charter limitations of indebtedness, but shall be payable solely from the Designated Revenues, as provided in the Loan Agreement and the Resolution. No Noteholder shall ever have the right to compel the exercise of the ad valorem taxing power of the Public Agency or the State, or taxation in any form of any property therein to pay the Note or the interest thereon, except to the extent otherwise specifically provided in the Loan Agreement.

All terms and provisions of the Loan Agreement are hereby incorporated by reference herein.

IN WITNESS WHEREOF, the Public Agency caused this Note to be signed by the manual signature of the Town Manager of the Public Agency and the seal of the Public Agency to be affixed hereto or imprinted or reproduced hereon, and attested by the manual signature of the Clerk of the Public Agency, and this Note to be dated the Date of Issuance set forth above.

TOWN OF JUPITER, FLORIDA

(SEAL)

By: _____
Town Manager

ATTEST:

Clerk

THOMAS J. BAIRD, ESQ.
Approved as to form and legal sufficiency

EXHIBIT E

FORM OF AGREEMENT RE: CONTINGENCY ACCOUNT

THIS AGREEMENT, dated as of _____ is entered into between the Town of Jupiter, Florida (the "Public Agency"), a duly constituted municipal corporation under the laws of the State of Florida and U.S. Bank Trust Company, National Association, as Trustee.

WHEREAS, the Florida Local Government Finance Commission (the "Commission") is a legal entity and a public body corporate and politic formed pursuant to Part I, Chapter 163, Florida Statutes (the "Interlocal Act"), which Commission was created for the benefit of duly constituted counties, municipalities and other public agencies as described in the Interlocal Act, desiring to participate in a pooled commercial paper loan program in order to obtain the most cost effective, short-term financing for acquiring, constructing and equipping capital improvements and for other governmental needs; and

WHEREAS, in furtherance of the foregoing, the Commission shall issue, from time to time, commercial paper notes to be known as "Florida Local Government Finance Commission Pooled Commercial Paper Notes, Series A-1 (Governmental Issue)" (the "Series A Notes"), pursuant to the terms of a certain Trust Indenture, dated as of June 6, 2011 (the "Indenture"), between the Commission and the Trustee; and

WHEREAS, the Public Agency has entered into a Loan Agreement with the Commission and JPMorgan Chase Bank, N.A., dated as of _____ (the "Loan Agreement"), pursuant to which the Commission shall loan, from time to time, to the Public Agency certain proceeds of the Series A Notes to enable the Public Agency to finance various capital improvements and other governmental needs; and

WHEREAS, the Public Agency has agreed to repay the above-described loans upon the terms specified in the Loan Agreement; and

WHEREAS, such loan repayments shall be made monthly by the Public Agency to the Trustee; and

WHEREAS, in order to ensure that adequate moneys shall be on deposit with the Trustee to meet the obligations of the Public Agency incurred under the Loan Agreement, the Commission shall require the Public Agency to establish a contingency account with the Trustee;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereto agree as follows:

SECTION 1. ESTABLISHMENT OF CONTINGENCY ACCOUNT.

The Trustee agrees to establish and hold for the Public Agency an account entitled the "Town of Jupiter, Florida Commercial Paper Note Contingency Account" (the "Contingency Account"). The Public Agency agrees to maintain a balance in the Contingency Account at least equal to 175 basis points (1.75%) times the Loan Amounts outstanding under the Loan Agreement times one-twelfth (the "Contingency Account Requirement"). In the event moneys in the Contingency Account are less than the Contingency Account Requirement, the Trustee shall notify the Administrator of the amount of such deficiency, which, in turn, shall notify the Public Agency. The Public Agency agrees to cure such deficiency at the time its next monthly Loan Repayment becomes due in accordance with the terms of the Loan Agreement. Moneys in the Contingency Account in excess of the Contingency Account Requirement shall be used as a credit on the next Loan Repayment due or, if no Loan Repayment shall thereafter be due, such moneys shall be returned to the Public Agency. No later than the 20th day of each month, the Trustee shall notify the Administrator of the amounts in the Contingency Account on the 15th day of such month.

SECTION 2. USE OF MONEYS IN CONTINGENCY ACCOUNT. The moneys in the Contingency Account shall be used solely for the purpose of making the Public Agency's Loan Repayments arising under the Loan Agreement when the other moneys received by the Trustee from the Public Agency are insufficient for such purpose. Moneys in the Contingency Account shall be transferred by the Trustee to the accounts established by the Indenture in such amounts as shall be owing in relation thereto by the Public Agency pursuant to the Loan Agreement. Any moneys received by the Trustee as Loan Repayments made by the Public Agency which are in excess of the amounts required to be paid by the Public Agency pursuant to the Loan Agreement shall be deposited by the Trustee into the Contingency Account.

SECTION 3. INVESTMENTS. The moneys in the Contingency Account shall be invested by the Trustee at the written direction of the Administrator in the securities described in clause (1), (2), (6), (7) and (8) of the definition of Investment Obligations (as defined in the Indenture). All investment earnings shall be retained in the Contingency Account and be utilized in accordance with the terms of this Agreement, including such earnings being used as a credit toward the next Loan Repayment due. The Trustee shall not be liable for any loss incurred with respect to any purchase or sale.

SECTION 4. ACCOUNT NOT PART OF TRUST ESTATE. Moneys in the Contingency Account shall not be part of the Trust Estate established pursuant to the Indenture. Moneys in the Contingency Account are not pledged to the payment of the principal of and interest on the Series A Notes. Moneys in the Contingency Account shall not be used to make the loan repayments of any other public agency participating in the Pooled Commercial Paper Loan Program.

SECTION 5. REMEDIES. In the event the Public Agency violates any provision of this Agreement, the Trustee, the Commission and/or the Administrator may take any action and enforce any remedy as shall be provided by law.

SECTION 6. NOTICE. The Trustee shall immediately notify the Administrator of any violation of this Agreement by the Public Agency to which the Trustee becomes aware.

SECTION 7. AMENDMENTS. This Agreement may be amended at any time by the parties hereto provided the Administrator and the Bank (as defined in the Indenture) have agreed in writing to such amendment. The Trustee agrees not to refuse to execute any amendment hereto which does not materially adversely affect it.

SECTION 8. THIRD PARTY BENEFICIARIES. The Commission and the Administrator shall be third party beneficiaries to this Agreement.

SECTION 9. TERMINATION. This Agreement shall terminate simultaneously with the termination of the Loan Agreement; provided, however, if the Commission and the Public Agency agree upon an earlier termination date, this Agreement shall terminate on such date.

SECTION 10. DEFINITIONS. Unless the context or use indicates another meaning or intent, terms not otherwise defined herein shall have the meanings assigned thereto by the Loan Agreement.

SECTION 11. APPLICABLE LAW. The laws of the State of Florida shall govern the construction of this Agreement.

SECTION 12. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

SECTION 13. NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

Public Agency: Town of Jupiter, Florida
 210 Military Trail
 Jupiter, Florida 33458
 Attention: Chief Financial Officer
 Telephone: 561/746-5134
 Telecopy: 561/741-2585

Administrator: Florida Association of Counties, Inc.
100 South Monroe Street
Tallahassee, Florida 32301
Attention: Director of Commercial Paper Program
Telephone: (850) 922-4300
Telecopy: (850) 488-7501

Trustee: U.S. Bank Trust Company, National Association
Mail Code EX-FL-UORT
225 E. Robinson Street, Suite 250
Orlando, Florida 32801
Attention: Corporate Trust Services
Telephone: (407) 835-3807
Telecopy: (407) 835-3814

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Notices to the Trustee shall be effective only upon the receipt thereof by the Trustee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written hereon.

TOWN OF JUPITER, FLORIDA

By: _____
Town Manager

ATTEST:

By: _____
Clerk

THOMAS J. BAIRD, ESQ.
Approved as to form and legal sufficiency

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION**

By: _____
Authorized Officer

ACCEPTED AND ACKNOWLEDGED AS OF
THE DATE FIRST WRITTEN HEREON

**FLORIDA ASSOCIATION OF COUNTIES,
INC.**

By: _____
Authorized Officer



TOWN OF JUPITER

Commercial Paper Debt Issuance Town Council Meeting 08-08-2024



New Town Fire Station Funding

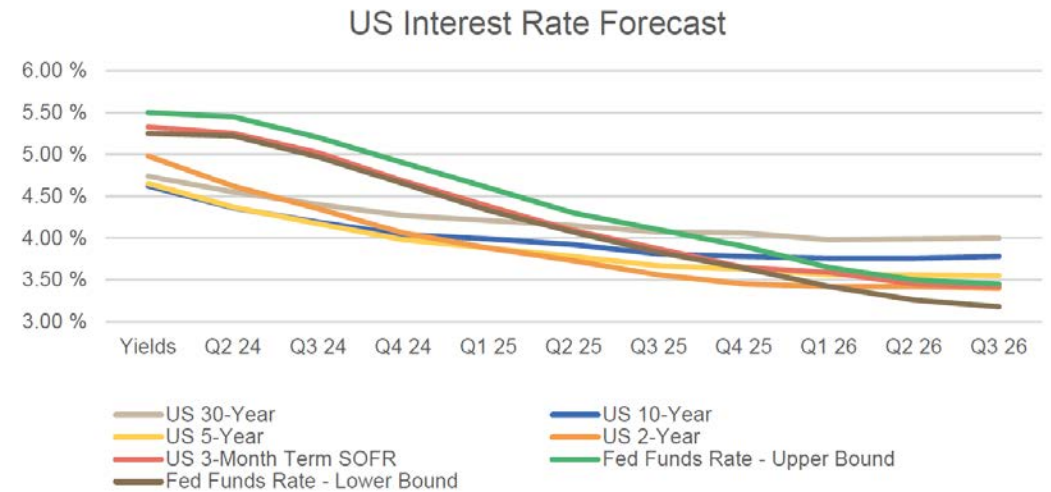
- The Town is currently in the process of completing the engineering/design stage for two new fire stations.
- Each station will be approximately 14,000 sq feet with an estimated cost between \$8 - \$10 million each, based on engineering estimates.
- The Town will be bringing forward a design/build contract on 8/20/24 which will require loan proceeds to fund the contract being proposed.
- In addition to station construction costs, loan proceeds may be used to fund the furniture and fixture needs at each location plus any additional associated capital costs for Jupiter Fire Rescue.
- Short-term, bridge loan financing is being proposed. Financing costs were anticipated in Town Council's original decision to proceed with JFRD.



Funding Strategy – Commercial Paper Option

- Borrowing rates are still high due to the federal government increasing rates to battle inflation.
- Rates are expected to decline over the next few years.
- The Florida Local Government Finance Commission's CP pooled loan program allows the Town to draw funds over time and only pay interest on the portion of funds used, similar to a short-term line of credit.
- Due to the Town's cash position and exception credit, the Town was approved for up to \$50m, but needs only \$20m.
- Once all funds have been drawn for the Fire Station project, the Town could then pay off the CP Issuance with a long-term debt financing option when rates are more favorable.

Town Council Meeting – 08-08-2024



Source: Bloomberg as of 4/29/2024

United States Interest Rate Forecast

Rate	4/29/2024	Q2 24	Q3 24	Q4 24	Q1 25	Q2 25	Q3 25	Q4 25	Q1 26	Q2 26
US 30-Year	4.74 %	4.55 %	4.40 %	4.27 %	4.21 %	4.15 %	4.07 %	4.06 %	3.98 %	3.99 %
US 10-Year	4.62 %	4.36 %	4.19 %	4.04 %	3.99 %	3.92 %	3.81 %	3.78 %	3.76 %	3.76 %
US 5-Year	4.65 %	4.37 %	4.17 %	3.98 %	3.88 %	3.78 %	3.67 %	3.63 %	3.56 %	3.56 %
US 2-Year	4.98 %	4.62 %	4.35 %	4.06 %	3.88 %	3.73 %	3.56 %	3.45 %	3.42 %	3.42 %
US 3-Month Term SOFR	5.33 %	5.25 %	5.02 %	4.68 %	4.38 %	4.09 %	3.87 %	3.65 %	3.59 %	3.45 %
Fed Funds Rate - Upper Bound	5.50 %	5.45 %	5.20 %	4.90 %	4.60 %	4.30 %	4.10 %	3.90 %	3.65 %	3.50 %
Fed Funds Rate - Lower Bound	5.25 %	5.22 %	4.97 %	4.65 %	4.33 %	4.07 %	3.83 %	3.64 %	3.42 %	3.26 %

Source: Bloomberg as of 4/29/2024

Commercial Paper – Interest Rates, Fees and Charges

- Program costs consist of interest, LOC fee, dealer fee and administrative fee.
- Fees for JP Morgan’s Letter of Credit (LOC) and dealer services have recently been reduced. New monthly fees (including the LOC fee) for a highly rated borrower such as the Town are expected to be **0.63%**.
- Based on May monthly reset rate of **3.77%**, current all-inclusive borrowing rate for the Town is approximately **4.40%** (interest rate subject to change based on market conditions at reset).

TOJ MONTHLY RATE AND FEES AS OF MAY 2024 INTEREST RESET	
May 2024 CP Interest Rate Reset	3.77%
Monthly Fees	
Letter of Credit	0.39%
Dealer Fee	0.06%
Administrative Fee	0.18%
Total Program Fee	0.63%
Total Monthly Rate and Fees	4.40%



Costs of Issuance:

- **CP Program Issuance Cost:** \$2,000 per \$1 million drawn with lifetime maximum fee of \$40,000.
- **Town of Jupiter Issuance Cost:**
 - Bond Counsel Fee – Currently Budgeted in FY 2024 Fire Budget
 - Financial Advisor Fee – Currently Budgeted in FY 2024 Fire Budget
- **Contingency Account:** Program requires funding of a small contingency account to serve as a reserve in case of an increase in rates.
 - Funded at approximately 0.1458% of drawn amount - For example, this would equate to approximately \$28,500 set aside in the contingency account if \$20 million was drawn.
 - Funds held in an interest-bearing account and will be credited back to the Town monthly.
 - All contingency funds returned to the Town at end of program.





CP Program Estimated Cost Over Life of Loan:

- Based on current estimated rate the cost will be just over \$1 million during the draw down period.
- This estimate assumes the all-inclusive rate to remain static over the next 24 months and the Town utilizes the entire \$20 million for station construction.
 - If Town Council gives direction to use any of the \$6 million in surtax funding to augment the cost, the full \$20 million may not be needed.
- Staff is optimistic that all \$20 million CP program funds will not be needed.
- Original cost estimates for new fire stations in 2023 was just over \$40 million this estimate included the cost of land.

Town Council Meeting – 08-08-2024

TOWN OF JUPITER - 2024 CP ISSUANCE \$20 MILLION						
Month	Year	CP Draw Amount	Draw Balance	Interest Fees (1)	Issuance Fee	Monthly Payment
October	2024	1,667,000	1,667,000	55,000	3,334	58,334
November	2024	-	1,667,000	6,112	-	6,112
December	2024	1,667,000	3,334,000	6,112	3,334	9,446
January	2025	-	3,334,000	12,225	-	12,225
February	2025	1,667,000	5,001,000	12,225	3,334	15,559
March	2025	-	5,001,000	18,337	-	18,337
April	2025	1,667,000	6,668,000	18,337	3,334	21,671
May	2025	-	6,668,000	24,449	-	24,449
June	2025	1,667,000	8,335,000	24,449	3,334	27,783
July	2025	-	8,335,000	30,562	-	30,562
August	2025	1,667,000	10,002,000	30,562	3,334	33,896
September	2025	-	10,002,000	36,674	-	36,674
October	2025	1,667,000	11,669,000	36,674	3,334	40,008
November	2025	-	11,669,000	42,786	-	42,786
December	2025	1,667,000	13,336,000	42,786	3,334	46,120
January	2026	-	13,336,000	48,899	-	48,899
February	2026	1,666,000	15,002,000	48,899	3,332	52,231
March	2026	-	15,002,000	55,007	-	55,007
April	2026	1,666,000	16,668,000	55,007	3,332	58,339
May	2026	-	16,668,000	61,116	-	61,116
June	2026	1,666,000	18,334,000	61,116	3,332	64,448
July	2026	-	18,334,000	67,225	-	67,225
August	2026	1,666,000	20,000,000	67,225	3,332	70,557
September	2026	-	20,000,000	73,333	-	73,333
October	2026	-	20,000,000	73,333	-	73,333
		20,000,000		1,008,451	40,000	1,048,451
(1) First Month October 2024 includes issuance cost.						

Assumptions	
Closing Date	10/1/2024
Assumed All-In Rate	4.40%
Costs of Issuance	\$55,000
CP Issuance Fee	0.20%

Rate Calculation	
Rate Calculation	3.77%
Fees	0.63%
Total Borrowing Rate	4.40%

Estimates provided by Town's financial advisor PFM. 5 of 7

Cost Comparison Estimate – Fixed Rate Bank Loan vs. CP Program w/ Take Out - \$20 Million

- Use of CP option is estimated to save the Town approximately \$770,000 in present value costs over the life of the loan compared to a long-term borrowing at a presumed 4.6% today*.

\$20 MILLION 2024 BANK LOAN						
Date	Principal	Interest	Debt Service	Project Fund	Net Debt Service	PV of Net Debt Service
10/1/2025	\$959,000	\$923,450	\$1,882,450	(\$495,810)	\$1,386,640	\$1,332,795
10/1/2026	1,003,000	879,336	1,882,336	(145,810)	1,736,526	1,604,282
10/1/2027	1,049,000	833,198	1,882,198	-	1,882,198	1,671,338
10/1/2028	1,097,000	784,944	1,881,944	-	1,881,944	1,606,221
10/1/2029	1,148,000	734,482	1,882,482	-	1,882,482	1,544,291
10/1/2030	1,200,000	681,674	1,881,674	-	1,881,674	1,483,687
10/1/2031	1,256,000	626,474	1,882,474	-	1,882,474	1,426,680
10/1/2032	1,313,000	568,698	1,881,698	-	1,881,698	1,370,715
10/1/2033	1,374,000	508,300	1,882,300	-	1,882,300	1,317,910
10/1/2034	1,437,000	445,096	1,882,096	-	1,882,096	1,266,597
10/1/2035	1,503,000	378,994	1,881,994	-	1,881,994	1,217,347
10/1/2036	1,572,000	309,856	1,881,856	-	1,881,856	1,169,990
10/1/2037	1,645,000	237,544	1,882,544	-	1,882,544	1,124,969
10/1/2038	1,720,000	161,874	1,881,874	-	1,881,874	1,080,901
10/1/2039	1,799,000	82,754	1,881,754	-	1,881,754	1,038,862
Total	\$20,075,000	\$8,156,674	\$28,231,674	(\$641,620)	\$27,590,054	\$20,256,585

\$20 million Commercial Paper & 2026 Bank Loan				
Date	Principal	Interest	Debt Service	PV of Debt Service
10/1/2025	-	\$335,030	\$335,030	\$322,020
10/1/2026	-	713,362	713,362	659,036
10/1/2027	1,207,000	803,000	2,010,000	1,784,822
10/1/2028	1,256,000	754,720	2,010,720	1,716,130
10/1/2029	1,306,000	704,480	2,010,480	1,649,294
10/1/2030	1,358,000	652,240	2,010,240	1,585,061
10/1/2031	1,413,000	597,920	2,010,920	1,524,026
10/1/2032	1,469,000	541,400	2,010,400	1,464,467
10/1/2033	1,528,000	482,640	2,010,640	1,407,768
10/1/2034	1,589,000	421,520	2,010,520	1,353,022
10/1/2035	1,652,000	357,960	2,009,960	1,300,121
10/1/2036	1,718,000	291,880	2,009,880	1,249,586
10/1/2037	1,787,000	223,160	2,010,160	1,201,230
10/1/2038	1,859,000	151,680	2,010,680	1,154,883
10/1/2039	1,933,000	77,320	2,010,320	1,109,839
Total	\$20,075,000	\$7,108,312	\$27,183,312	\$19,481,305

Bank Loan Assumptions - Fixed Rate			
2024 Bank Loan		2026 Bank Loan	
Closing Date	10/1/2024		4/1/2026
Maturity Date	10/1/2039		10/1/2039
Borrowing Rate	4.60%		4.00%*
Closing Costs	\$75,000		\$75,000
Project Fund Earning Rate	3.50%		N/A

Present Value of Debt Service	
PV Date	10/1/2024
Assumed PV Rate	4.00%
PV Difference	\$775,280

* Est. based on estimated decline in rates.

**Subject to change based on actual interest rates and Town draws.*

Estimates provided by Town's financial advisor PFM.

Town Council Meeting – 08-08-2024

6 of 7



Questions

