



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. ITB 2017-024

Description/Title: Solar Salt (Bulk) Delivery and Supply

Initial Contract Term: Start Date: 5/31/2017 End Date: 5/30/2018

Renewal Terms of the Contract: 3 (Three) Renewal Options for 1 Year
(No. of Renewals) (Period of Time)

Renewal No. 1 Start Date: 5/31/2018 End Date: 5/30/2019

Renewal No. 2 Start Date: 5/31/2019 End Date: 5/30/2020

Renewal No. 3 Start Date: 5/31/2020 End Date: 5/30/2021

Renewal No. Start Date: End Date:

Extension / Renewal Note: one year automatically renewed thereafter: three, one year renewal periods

SECTION #1 VENDOR AWARD

Vendor Name: Morton Salt Inc.

Vendor Address: 444 West Lake Street, Chicago, IL 60606

Contact: Carrie Koch

Phone: 312.807.2780 Fax:

Cell/Pager: 312.623.7047 Email Address: CKoch@mortonsalt.com

Website: FEIN: 27-3146174

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: 3/28/2017 Resolution/Agenda Item No.: 9-A-2

Insurance Required: Yes No

Performance Bond Required: Yes No

SECTION #3 LEAD AGENCY

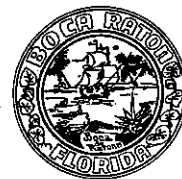
Agency Name: The City of Boca Raton

Agency Address: 201 West Palmetto Park Road, Boca Raton, FL 33432

Agency Contact: Neil Phillips Email nphillips@myboca.us

Telephone: 561.393.7876 Fax: 561.393.7983

City of Boca Raton



CITY HALL • 201 WEST PALMETTO PARK ROAD • BOCA RATON, FLORIDA 33432-3795 • PHONE: (561) 393-7700
(FOR HEARING IMPAIRED) TDD: (561) 367-7046
SUNCOM: (561) 922-7700
INTERNET: www.ci.boca-raton.fl.us

April 3, 2017

Morton Salt, Inc.
Att: Kelly Kus
444 West Lake Street
Chicago, IL 60606
Tel: 855-665-4540
Email: kkus@mortonsalt.com

Subject: Bid No. 2017-024, Solar Salt (Bulk) Delivery and Supply
Re: Award Notification

Dear Kelly Kus:

You are hereby notified that "Morton Salt, Inc." is awarded the above subject Bid.

The initial contract period will be from 5/31/17 – 5/30/18. The City reserves the right to renew thereafter for three, one year renewal periods as per Special Condition No. 5.01 "Contract Period and Renewal".

Services for the City of Boca Raton will be placed throughout the contract period via blanket purchase orders. All terms, conditions, specifications and prices for the above subject bid shall apply.

Thank you for your cooperation. If you should have any questions, please contact me by email at nphillips@myboca.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Neil Phillips", written over a horizontal line.

Neil Phillips, Buyer

9-A-2

COUNCIL APPROVAL PROCUREMENT RECOMMENDATION
TARGET AGENDA DATE: March 28, 2017

Subject: Solar Salt (Bulk) Delivery & Supply

Bid Number: 2017-024

Department: Utility Services

Procurement Method: Sealed Bid

Bid Opening Date: March 7, 2017
145 Bids Solicited
0 No-Bid
1 Response

Award Amount: \$143,400 (Estimated Annual Usage)

Contract Period: This is the first year of the contract award period. The City reserves the option to renew annually subject to appropriation of funds not to exceed a maximum of three (3) one year renewals.

Award to: Low Responsive Responsible Bidder, Morton Salt, Inc., Chicago, IL

Scope: This procurement provides for the purchase of sodium chloride solar salt which will be used to make a brine solution for the onsite production of sodium hypochlorite. Sodium hypochlorite is the disinfectant used for wastewater treatment. The solar salt will be purchased on an as needed basis. This bid is for the Southeast Florida Governmental Purchasing Cooperative with the City of Boca Raton acting as the lead agency.

| Vendor | Unit Price per Ton / Delivered |
|-------------------|--------------------------------|
| Morton Salt, Inc. | \$119.50 |

Approvals:

Buyer: [Signature] Sr. Buyer: _____

Purchasing Manager: [Signature]

Financial Services Director: [Signature] for LCO

OMB Director: [Signature]

Deputy/Assistant City Manager: [Signature]

Funding Sources:

Other Operating & Supply Accounts
 (Future Fiscal Years contingent upon budget approval)

City of Boca Raton

Bid No. 2017-024 Solar Salt (Bulk) Delivery and Supply

March 7th, 2017 @ 2:45 PM EST

| | | | | Morton Salt, Inc. | | | |
|----------|---------------------------|------------------------|-----------------|---------------------------------|--------------------|----------------------|----------------------------|
| Item No. | Description | Estimated Annual Usage | Unit of Measure | Freight Charge Per Location (F) | (product only) (P) | Freight plus Product | Extended Price (F + P x E) |
| 1 | City of Boca Raton, WWTP | 1,200 | TONS | \$38.50 / per ton | \$81.00 / per ton | \$119.50 | \$143,400.00 |
| 2 | Town of Davie WTP | 600 | TONS | \$38.50 / per ton | \$81.00 / per ton | \$119.50 | \$71,700.00 |
| 3 | City of Hollywood , WTP | 900 | TONS | \$38.50 / per ton | \$81.00 / per ton | \$119.50 | \$107,550.00 |
| 4 | City of Lantana, WTP | 750 | TONS | \$38.50 / per ton | \$81.00 / per ton | \$119.50 | \$89,625.00 |
| 5 | City of Margate WTP, WWTP | 900 | TONS | \$38.50 / per ton | \$81.00 / per ton | \$119.50 | \$107,550.00 |
| 6 | City of Pembroke Pines | 600 | TONS | \$38.50 / per ton | \$81.00 / per ton | \$119.50 | \$71,700.00 |
| 7 | City of Tamarac, WTP | 450 | TONS | \$38.50 / per ton | \$81.00 / per ton | \$119.50 | \$53,775.00 |
| 8 | Village of Palm Springs | 1,200 | TONS | \$38.50 / per ton | \$81.00 / per ton | \$119.50 | \$143,400.00 |

Grand Total Bid Items (Sum of Extended Prices 1 - 8)

\$788,700.00



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

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

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

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

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- **The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.**
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"**GENERAL TERMS AND CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Boca Raton Purchasing Division (hereafter referred to as "City"). The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in any document related to the Invitation to Bid (ITB).

PART I INSTRUCTIONS TO BIDDERS:

- 1.01 STATEMENT OF PRECEDENCE OF GENERAL TERMS AND CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.
- 1.02 GENERAL INFORMATION:** These documents constitute the complete set of specification requirements and Bid forms. The Bid submittal, including all Bid sheets and attachments, must be filled in completely, executed and submitted. Bid Tabulations and Award Recommendations will be posted on the Purchasing Division Website at <http://myboca.us/pages/purchasing/purchasing-division>.
- 1.03 BIDDER NOTIFICATION:** Notice of the ITB's will be emailed first to Bidders who have fully registered on the City's online registration system. The City maintains automated vendor e-mail lists for each specific Commodity Code for sending the ITB. Unregistered bidders may request a notice of a particular Bid, which will be faxed or emailed within a reasonable time frame, for that Bid only. Neither the faxing or emailing of one ITB notice to vendor, or a Bid in return, will register a vendor on the City's registration system. Bidders may register on the City's website by visiting <http://myboca.us/pages/purchasing/purchasing-division>.
- 1.04 SUBMISSION, RECEIPT, AND OPENING OF BIDS:** No Bid shall be considered unless received prior to the Bid opening date and time. No bidder shall submit more than one Bid response to the ITB. Multiple Bid responses from same bidder shall be cause for City to reject all Bids from that bidder.

Bidders are encouraged to submit their Bid document via electronic submission when permitted. Bidder's submitting a hard copy Bid in person or by mail should use the proposal forms provided by the City. Failure to use the City ITB forms may cause the Bid to be rejected. No Bid shall be accepted by facsimile, and therefore, any Bid submittals sent via facsimile shall be rejected by the City.

For hardcopy Bid submittals, the following applies: (1) Bid shall be submitted directly to the Purchasing Office at 201 W. Palmetto Park Road, Boca Raton, FL, 33432 in a sealed opaque envelope; (2) Any erasures or corrections on the ITB forms must be made in ink and initialed by Bidder; (3) All information submitted by the Bidder in the Bid document shall be printed, typewritten or handwritten in ink; (4) Bids shall be signed in ink; (5) When a particular ITB requires multiple copies of Bids, all must be included in a single envelope or package properly sealed and identified with the Bid number and name of bidder on outside of the package.

Bids will be publicly opened in the Purchasing Office, City Hall, 201 W. Palmetto Park Road, Boca Raton, FL or other designated area. Bids will be opened, tabulated and made available for review by Bidders and the public in accordance with applicable regulations.

- 1.05 ADDENDUMS:** The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes or additional information may be provided by the City. It shall be the responsibility of each bidder, during and prior to Bid submittal to visit the City of Boca Raton Purchasing Division Bidding Opportunities link at <http://www.myboca.us/pages/purchasing/supplier-login> or contact the Purchasing Division at 561-393-7871 to determine if addendums were issued to any particular ITB and to obtain such addendums from the Purchasing Division Online bidding website.

The City will make every effort to notify registered bidders by email that an addendum has been made to the Bid. The City shall not be responsible for providing notice of addenda to potential bidders who receive a Bid package from other sources. Bidders requesting addendums to be sent via U.S. mail or a mail service will be at Bidders' cost and the risk of misdelivery shall be bidder's.

- 1.06 **NO BIDS:** If you do not intend to Bid, please indicate the reason and return a no-bid response to the City. Failure to Bid or return no Bid comments, prior to the Bid due date, may result in your firm being deleted from the City's Bidder registration system.

Part II DEFINITIONS:

- 2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its General Terms and Conditions, Special Conditions, technical specifications, instructions to bidders, addenda, and any other document used in the bidding process:
- AWARD** – The written notice from the Purchasing Manager of the acceptance of a Bid or proposal deemed by the proper authority of the City to be in the best interests of the City.
- BID** – a price and terms quote received in response to an ITB.
- BIDDER/SUPPLIER** – Person or firm submitting a Bid.
- BUSINESS DAYS**- Monday through Friday, excluding National Holidays
- CALENDAR DAYS** – Monday through Sunday, including National Holidays
- CONTRACT** – Any agreement, regardless of style or form, for the procurement of commodities, services, or construction.
- CONTRACTOR** – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
- DAYS** – Calendar Day, Monday through Sunday, including National Holidays
- INVITATION TO BID (ITB)** – All documents, whether attached or incorporated by reference, utilized for soliciting sealed Bids.
- MAY** – Denotes the permissive.
- RESPONSIBLE BIDDER or Offeror** – A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
- RESPONSIVE BIDDER** – A person who has submitted a Bid that conforms in all material respects to the requirements set for in the ITB, or solicitation.
- SHALL** – Denotes the imperative.
- SUCCESSFUL BIDDER** - The best, qualified, Responsible, and Responsive Bidder to whom the City makes an award.

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the Bid and the prices quoted in the Bid will remain valid for acceptance by the City for a period of ninety (90) days from the date of Bid opening.

3.02 **AWARD AND REJECTION OF BIDS:**

The City will award to the low Responsive Responsible Bidder whose product or service meets the terms, conditions, and specifications of the ITB as deemed in the City's best interest.

The City reserves the right to:

(1) accept or reject any or all Bids, part of Bids, and to waive minor irregularities or variations to specifications contained in Bids, and minor irregularities in the bidding process, and at its discretion, request a re-bid; (2) award the contract in accordance with the Special Conditions.

In determining the responsiveness of the offer and the responsibility of the Bidder, the following may be considered when applicable: (1) the ability, capacity and skill of the Bidder to perform as required; (2) whether the Bidder can perform promptly, or within the time specified, without delay or interference; (3) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (4) the quality of past performance by the Bidder; (5) the previous and existing compliance by the Bidder with related laws and ordinances; (6) the sufficiency of the Bidder's financial resources; (7) the availability, quality and adaptability of the Bidder's supplies or services to the required use; and (8) the ability of the Bidder to provide future maintenance, service or parts.

The City reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. Failure of Bidder to comply with the conditions set forth in the ITB may result in the Bid being considered non-responsive by the City.

- 3.03 **PRICES QUOTED:** Bidder shall deduct trade discounts, and quote firm net prices. If required, the Bidder shall give both unit price and extended total. In the case of a discrepancy in computing the amount of the Bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and

bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be Bid separately. No attempt shall be made by the Bidder to tie any item or items contained in the ITB with any other business with the City.

- 3.04 MISTAKES:** Bidders are cautioned to examine all documents pertaining to the ITB. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly.
- 3.05 TAXES:** The City of Boca Raton is exempt from Federal and State taxes on direct purchase of tangible property. The Purchasing Office will supply the successful bidder with an exemption certificate or it may be obtained from the City's website at <http://myboca.us/pages/purchasing/purchasing-division>. Vendors or Contractors doing business with the City of Boca Raton shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.
- 3.06 BUSINESS TAX RECEIPT:** Bidder shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the Bid.
- 3.07 CONTRACTOR LICENSE:** The Bidder Name identified on the Signature of Bidder form shall be fully licensed, to the extent required by Florida or Federal law, at time of Bid opening for type of work to be performed in order for their Bid to be considered. County or locally licensed contractors must be registered with the State of Florida DBPR Construction Industry Licensing Board at time of Bid opening. Copies of all applicable certificates, registrations and licenses must be submitted with the Bid and must be in the name of the Bidder shown on the Signature of Bidder Form. Should the Bidder not be fully licensed/certified, the Bid shall be rejected.
- 3.08 WARRANTIES OF USAGE:** Any quantities listed in the ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. The City reserves the right to increase or decrease the total quantities as necessary to meet actual requirements.
- 3.09 ALTERNATIVES/APPROVED EQUAL/DEVIATIONS:** Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. An alternate will be considered, but shall be equal to or better in quality to what was specified and must include descriptive literature and/or specifications. It is the Bidder's responsibility to provide adequate information regarding an alternate to ensure that the Bid meets the required criteria. If adequate information is not submitted with the Bid, the Bid may be rejected. The determination as to whether any alternate is equal or better or is not equal shall be made solely by the City of Boca Raton and such determination shall be final and binding upon all Bidders.
- 3.10 MINIMUM AND MANDATORY SPECIFICATIONS:** The Bid specifications may include items that are considered minimum or required. If any Bidder is unable to meet, or exceed these items, and is of the opinion that the specifications are overly restrictive, Bidder must notify the Purchasing Division immediately. Such notification must be received in writing by the Purchasing Office prior to the deadline contained in the Special Conditions, for questions of a material nature, or prior to seven (7) business days before Bid due date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all Bidders and all objections are waived by the Bidder.
- 3.11 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested by the City to determine suitability. Samples shall be requested after the date of Bid opening, and if requested, shall be provided by Bidder to the City within seven (7) business days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, and upon request of the Bidder, will be returned within thirty (30) days of Bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a location selected by the City. Failure to provide samples or demonstrations as specified by the City may result in rejection of the Bid.
- 3.12 PUBLIC RECORDS:** Bidders are advised that the Sunshine Law and Public Records Act (Chapters 286 and 119, Florida Statutes, respectively) are applicable to the City. Information and materials received by the City in connection with an ITB response, as provided by Florida law, are public records.

- 3.13 DRUG FREE WORKPLACE PROGRAMS:** Preference shall be given to business with Drug-Free Work Place programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, the Bidder that provided proof to the City that it has a written Drug Free Work Place program shall be given preference in the award process.
- 3.14 LEGAL REQUIREMENTS:** Bidder shall comply with applicable provisions of all federal, state, county laws, City of Boca Raton Code of Ordinances, rules and regulations and the City of Boca Raton Procurement Code. Lack of knowledge of any such provision, by any Bidder, shall not constitute a cognizable defense against the legal effect thereof. Pursuant to Chapter 2 (Administration), Article VIII (Lobbyist Registration), Sections 2-351 through 2-357, Palm Beach County, Florida, Code of Ordinances, any person who acts as a lobbyist must register with Palm Beach County's Central Lobbyist Registration Site, prior to engaging in lobbying activities before City of Boca Raton staff, boards, committees and / or the City Council, or any member thereof. Lobbyist Registration Forms are available at:
<http://www.palmbeachcountyethics.com/pdf/forms/lobbyistregistrationform.pdf>
- 3.15 PROCUREMENT CODE:** A copy of the Procurement Code is available for your review at <http://myboca.us/pages/purchasing/purchasing-division>.
- 3.16 PUBLIC ENTITY CRIMES:** In accordance with the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 3.17 CODE OF ETHICS/CONE OF SILENCE:** If any Bidder is found to be in violation of the Code of Ethics of the City of Boca Raton and/or the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which the Bid is submitted and may be further disqualified from bidding on any future Bids for work or for goods or services for the City of Boca Raton. A copy of the City and State Ethics Codes is available at the office of the City Clerk, City of Boca Raton, 201 W. Palmetto Park Road, Boca Raton, Florida.
- Bidder shall comply with all Florida laws relating to conflicts of interest, including Section 112.313, Florida Statutes and shall under appropriate circumstances, submit Form 3A, Interest in Competitive Bid for Public Businesses. This form may be obtained from the City of Boca Raton website at www.myboca.us/purchasing.
- The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Boca Raton. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this Bid. You are required to comply with Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance during this procurement process. The complete Palm Beach County Lobbyist Registration Ordinance, including Section 2-355, may be found on the Palm Beach County Ethics website at http://www.palmbeachcountyethics.com/pdf/Lobbyist_Registration_Ordinance-2012.pdf.
- 3.18 NON-COLLUSION:** Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any violation thereof may result in contract cancellation, return of materials or discontinuation of services and may be removed from the vendor Bid list(s).
- 3.19 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any Bids received and utilize other available governmental contracts, as provided by law, if such action is in its best interest.

PART IV INSURANCE

- 4.01 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the City. The Contractor shall provide to the Purchasing Division original certificates of current coverage meeting all such requirements and specifications prior to engaging in any activities under this contract.

The certificates must list the City as an ADDITIONAL INSURED and shall provide no less than thirty (30) days written notice to the City of cancellation or material change. Further modification of the insurance requirements may be made if circumstances change or adequate protection of the City is not presented.

- 4.02 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall, in addition to any other obligation to defend, indemnify the City of Boca Raton Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Boca Raton, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Boca Raton to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

This provision shall not be deemed to waive any of the rights or immunities accorded to the City by section 768.28, Florida Statutes, or any other applicable law.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 METHOD OF ORDERING:** Items shall be ordered via an individual purchase order.
- 5.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation, if delivery is not made in accordance with the schedule specified in the ITB or as otherwise accepted by the City.
- Deliveries shall be made in accordance with City of Boca Raton security procedures.
- 5.03 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to a Bid award shall remain the property of the Bidder until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Bid, be of the required quality, new, and the latest model, unless specified in the Special Conditions. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and satisfactory acceptance of materials or services.
- 5.04 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES:** Items offered may be tested for compliance to Bid specifications. Items delivered which do not conform to Bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for delivery of items not conforming to specifications, or late delivery may result in enforcement of all remedies in law or equity or as specified in the City's Procurement Code.
- 5.05 CHANGES / MODIFICATIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee that changes or modifies the requirements of the ITB and or Contract. Only those communications, which are in writing from an authorized representative of the City and the Contractor, in accordance with the City of Boca Raton Procurement Code and or purchasing operating procedures, may vary the terms of the written Bid or contract.
- 5.06 PAYMENT TERMS, CASH DISCOUNTS AND INVOICES:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery at the place of acceptance, and receipt of a correct invoice at the office specified, whichever occurs last.

Partial billing will not be accepted unless authorized specifically in the Special Conditions.

Invoices must be submitted against each individual purchase order. Invoices without a correct and valid purchase order number may not be processed for payment.

Request for payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this Bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- (a) Timely submission of a properly certifiable invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, submitted to: invoices@myboca.us or The City of Boca Raton, Financial Services Department
City Hall, 201 W. Palmetto Rd, Boca Raton, FL 33432
PH: 561-393-7727
- (b) All invoices submitted shall: consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain the date of delivery; contain an original or legible copy of signed delivery receipt including both manual and printed name of a designated City of Boca Raton employee or authorized agent who received the goods; and identify invoice as "partial" or "final".
- (c) The invoice shall contain the Bidder's Federal Employer Identification number and clearly reference the Contractor's Business name and address for payment.

- 5.07 SAFETY STANDARDS:** Manufactured items, fabricated assemblies and on-site contractor services shall comply with all applicable federal, state and local requirements. For on-site contractor services, the City reserves the right to request documentation of contractor compliance with OSHA standards to include but not be limited to: required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.
- 5.08 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB, Bidder will supply only material or equipment that is 100% asbestos free.
- 5.09 OTHER GOVERNMENTAL ENTITIES:** When there is sufficient capacity or quantities available, awarded bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this contract shall do so independent of any other governmental entity.
- 5.10 INDEPENDENT CONTRACTOR:** Contractor undertakes performance of the services as an independent contractor and shall be wholly responsible for the methods of performance. The Contractor, nor the sub-contractor or their employees or their agents, shall not receive any City benefits, stipend or privileges afforded to City employees.
- 5.11 ASSIGNMENT:** The City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this contract. Any assignment, sale, pledge or conveyance of this contract by Contractor must be previously approved in writing by the City.
- 5.12 NON EXCLUSIVE CONTRACT:** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.
- 5.13 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this ITB/Contract, or if the Contractor shall violate any of the provisions of this contract, the City may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under this contract, or with such part or parts of the contract as to which there has been default, and may hold the Contractor liable for all damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this contract shall, at the option

of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff, until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.14 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract in whole or in part by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation. In the event of such termination, any completed services performed by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City.
- 5.15 TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period. Continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law, and contract, and shall be terminated without penalty to the City and without any default upon the last day in which funds were last appropriated.
- 5.16 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and supporting records in accordance with generally accepted accounting practices and standards for records directly related to this contract for a minimum of (1) year beyond the last day of the contract term. The form of all records and reports shall be subject to the approval of the City. The Contractor agrees to make available for review and audit to the City and or City Consultant, during normal business hours and in Broward, Miami Dade or Palm Beach Counties, all books of account, reports and supporting records relating to this contract for the duration of the contract and for one year following the last day of the contract.
- 5.17 POST SALE AUDIT ADJUSTMENT:** All items sold to the City of Boca Raton as a result of this Bid are subject to Post Sale Audit Adjustment. In the event that an audit reveals the vendor has not honored quoted pricing, price lists or discount structures, vendor will be liable and will be invoiced and collected with (30) days for any and all overstated charges. Failure to remit may result in termination of the contract.
- 5.18 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, which comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract. City of Boca Raton permit fees will be waived by the City; however, fines and penalties will be assessed based upon standard fee structure.
- 5.19 CONTRACTOR REGISTRATION:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City. Contractors awarded work involving a permit shall register with the City of Boca Raton License Office prior to performing the work.
- 5.20 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.21 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, county, local and municipal laws, ordinances rules and regulations that would apply to this contract. Further, Contractor acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement.
- 5.22 COMPLIANCE WITH CITY OF BOCA RATON ORDINANCE:** Awarded vendor shall comply with all applicable Boca Raton City Ordinances, including, but not limited to, 16-57, "Display of Identification on Trucks and Related Commercial Vehicles", which mandates vehicles be designated by lettering of two inches minimum size on either

side of the vehicle indicating the name and address of the person owning or operating the same for commercial use.

- 5.23 GOVERNING LAW AND VENUE:** Contracts shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the contract will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida. By entering into this award, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this award.
- 5.24 NON-DISCRIMINATION:** The City of Boca Raton is an equal opportunity employer and prohibits discrimination on the basis of race, color, religion, national origin, sex, age, marital status, disability, and/or political affiliation in all aspects of its personnel policies and procedures, programs, practices and operations.
- 5.25 CITY POLICIES:** Awarded contractor shall comply with the City of Boca Raton Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Boca Raton Human Resources Division. Violations of these policies may result in cancellation of the contract.
- 5.26 ADDITIONAL DISCOUNTS:** Should sales promotions occur during the term of the contract that lower the price of the procured item or items, the vendor shall extend to the City the lower price offered by the manufacturers or Vendors on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change, quantity discounts, or otherwise, should be passed on to the City of Boca Raton.
- 5.27 PUBLIC RECORDS:**
- A. The City of Boca Raton is a public agency subject to Chapter 119, Florida Statutes. A Contractor providing services shall comply with Florida's Public Records Law and therefore shall comply with Section 119.0701, Florida Statutes. Specifically, Contractor shall:
- 1) Keep and maintain all public records related to the performance of the services.
 - 2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records, or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed that provided in chapter 119, Florida Statutes, or as otherwise provided by law.
 - 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract.
 - 4) Upon completion or other termination of the contract, keep and maintain the public records required by the City to perform the services. Contractor shall meet all applicable requirements for retaining public records set out in Florida law.
 - 5) In addition to maintaining the records pursuant to Paragraph Number 4 above, provide to the City all records that were stored electronically by Contractor, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- B. The failure of Contractor to comply with the provisions set forth in this Article, or to comply with the City's request for records, shall constitute a default and breach of this Agreement, and the City shall, in its discretion, pursue any and all remedies against Contractor provided for under this contract or at law.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-393-7740, BRCITYCLERK@MYBOCA.US, CITY HALL, CITY CLERK, 201 W. PALMETTO PARK ROAD, BOCA RATON, FL 33432.

SPECIAL CONDITIONS**PART I INSTRUCTION TO BIDDERS:****1.01 INSTRUCTIONS TO BIDDERS**

The City of Boca Raton, Florida is hereby requesting sealed bids from qualified bidders for Solar Salt, (Bulk) Delivery and Supply, Bid Number 2017-024 which will be received by the City of Boca Raton **before the closing date and time of March 7, 2017, 2:45 PM, E.S.T.** at the Purchasing Office, City Hall, 201 West Palmetto Park Road, Boca Raton, Florida 33432.

This bid may not be electronically submitted and requires a hard copy document to be submitted per the instructions herein.

The City of Boca Raton shall not be held responsible for the content of bid packages or addendums obtained from any third party source.

Bidders are instructed to the below instructions with hand delivering bids.

1. Enter building through the front entrance door (North side of City Hall Building)
2. Proceed to the Purchasing Division Office, Room 105
3. Present bid in the Purchasing Division for official date/time stamp prior to the closing date and time

Bidders are responsible for verifying that they have received and viewed all bid pages. Bidders are requested to submit an original and no copies of their bid document for review by the City when submitting a paper bid submittal.

The purpose of this bid is to establish a term contract on behalf of the NIGP Southeast Florida Governmental Purchasing Cooperative group, for the supply and delivery of Sodium Chloride, Solar Salt to be ordered on an as needed basis.

1.02 INFORMATION

Any questions by prospective bidders should be directed to Neil Phillips, Purchasing Division, (Telephone Number 561-393-7876, email nphillips@myboca.us) who is authorized only to direct inquiries to various portions of the bid so bidders may read and interpret such for themselves. No authorization is allowed by any City of Boca Raton or Purchasing Division personnel to interpret, or give information as to bid requirements in addition to that, which is contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum after written requests have been received from the bidder. **In conjunction with General Term and Condition number 3.10, written requests must be received seven (7) business days prior to the bid opening.** Questions may be faxed using City fax number (561) 393-7983 or by email to nphillips@myboca.us with reference to the Bid number and title on Company letterhead.

PART II DEFINITIONS:**2.0 DEFINITIONS**

Lead Agency – City of Boca Raton

PART III BIDDING AND AWARD PROCEDURES:**3.01 F.O.B. POINT**

All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims). The successful bidder shall be fully responsible for any and all travel expenses and/or delivery/transport charges to and from destination. Exact delivery point will be indicated on the purchase order.

3.02 QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the work specified and meets or exceeds the qualification requirements listed below. The bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications. If information is not included, the City reserves the right to solicit bidder for the submission of this information. Failure by bidder to provide the omitted information within the specified time frame(s) communicated in writing may result

in bidder's bid response being considered non-responsive and thereby rejected. Response for each qualification requirement should be submitted by use of the City provided Qualification of Bidders Form.

1. Bidder shall have a minimum of three (3) satisfactory references for similar accounts supplied with the product bid within the time range of 2/1/13 and 2/1/17.
2. The City will not award a bid to any bidder who cannot provide evidence that their Firm Name identified on the "Signature of Bidder" form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm. Bidder to indicate number of years their firm has been in business.

3.03 COMPETENCY OF BIDDERS

Pre-award inspection of the bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

3.04 BACKGROUND INFORMATION

The City reserves the right, before awarding the Contract to require a Bidder to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City.

3.05 REFERENCES

As part of the Bid evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications.

3.06 TERMS, CONDITIONS AND SPECIFICATIONS

With the exception of submitting an "Alternate" in accordance with item 3.09 of the "General Terms and Conditions", no additional terms, conditions or specifications included with bidder's bid response shall be evaluated or considered and any and all such additional terms, conditions and specifications shall have no force and effect and are inapplicable to this Bid. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, vendor quotation/proposal forms, specifications, literature, price lists or warranties, it is understood and agreed the general conditions, special conditions and specifications in this Bid are the only terms applicable to this Bid and bidder's authorized signature attests to this.

3.07 METHOD OF AWARD

Award recommendations that exceed \$50,000 will be presented to the City Council for approval, which conforms to all requirements herein and whose evaluation by the City indicates that the award will be in the best interest of the City. ITB's that are less than \$50,000 require the award recommendation to be posted on the City of Boca Raton Legal Notice Board for a period of three business days prior to making the award.

The City reserves the right to award this bid to the lowest responsive, responsible bidder based on the grand total for all items on the bid or make an award to the lowest responsive and responsible bidder on an Entity by Entity basis, whichever is deemed to be in the best interest of the City, acting as lead agency on behalf of all other participating Entities.

Bidder is required to bid on all items.

3.08 POST AWARD MEETING

Within seven (7) days after receipt of notification of bid award, successful bidder (hereinafter referred to as the vendor) shall discuss with each agency's City representative the following:

- Ordering procedures
- Scheduling of services (delivery notifications, hours of delivery for each agency)
- Contact lists and phone numbers for each agency.

The City Project Manager will arrange for the post award meeting.

PART IV INSURANCE

4.01 INSURANCE REQUIRED (Proof of ability to obtain insurance to be submitted with bid document)

Note: Insurance requirements may be amended by the Participating Cooperative Agencies

WORKER'S COMPENSATION

The Contractor shall procure and maintain, for the life of this Contract/Agreement, Worker's Compensation Insurance covering all its employees with limits meeting all applicable state and federal laws. This coverage shall include Employers' Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. The Contractor agrees to notify the City within (5) business days of coverage cancellation, lapse or material modification by written notice to the Purchasing Division by Fax to 561-393-7983.

COMMERCIAL GENERAL LIABILITY

The contractor shall procure and maintain, for the life of this Contract/Agreement, Commercial General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

The Minimum Limits of Coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability with no more than a \$10,000 deductible.

The City of Boca Raton must be named as an additional insured. The additional insured requirement is waived if the vendor is delivering a product owned by the City. The Contractor agrees to notify the City within (5) business days of coverage cancellation, lapse or material modification by written notice to the Purchasing Division by fax to 561-393-7983.

Each participating Co-Op agency may have different requirements regarding additional insured.

BUSINESS AUTOMOBILE LIABILITY

The contractor shall procure and maintain, for the life of the Contract/Agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be \$500,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" type policy.

In the event that the Contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the Contractor indicating the following:

_____ does not own any vehicles.
"Company Name"

In the event we acquire any vehicles throughout the term of his Contract/Agreement,

_____ agrees to purchase "Any Auto" or
"Company Name"

Comprehensive Form coverage as of the date of acquisition.

Contractor's Signature: _____

The Contractor agrees to notify the City within (5) business days in the event of coverage cancellation or non renewal, material change , modification or lapse of coverage by written notice to the Purchasing Division by fax to 561-393-7983

SUBCONTRACTOR'S INSURANCE

The Contractor shall require each of his subcontractors to take out and maintain during the life of his subcontract the same insurance coverage's required of the successful Contractor. Each subcontractor shall furnish to the successful Contractor two copies of the Certificate of Insurance, and successful Contractor shall furnish one copy of the Certificate to the City of Boca Raton.

4.02 SUPPLEMENTAL PROVISIONS

The insurance policy coverage as outlined herein shall remain in effect for the entire contract period. In the event of coverage cancellation, non renewal, material change, modification or lapse of coverage, Contractor shall notify the City within (5) business days with written notice of such to the Purchasing Division by fax to 561-393-7983.

All renewal or replacement certificates of insurance specific to the contract/agreement/award shall be forwarded to the City of Boca Raton Purchasing Division with a copy to the Boca Raton Department as identified in the Purchase Order/Agreement. Original certificates to be sent attention of City of Boca Raton, Purchasing Division, 201 W. Palmetto Park Road, Boca Raton, FL 33432.

PART V PURCHASE ORDER AND CONTRACT TERMS:**5.01 CONTRACT PERIOD AND RENEWAL**

The initial contract period shall be for one (1) year automatically renewed thereafter for three (3), one (1) year renewal periods subject to termination clause(s) as provided herein. Automatic contract renewal shall be subject to the appropriation of funds, satisfactory performance and determination that the contract renewal is in the best interest of the City. **The City requires a firm price for the first year of the initial contract period.** Annual renewals will be based on the Vendor agreeing to the same terms, conditions, pricing and specifications. For the purpose of re-bidding, the contract may be extended at the City's option for a defined period of time, not to exceed six (6) months. Option for extension will only be exercised upon mutual written agreement and with all terms, conditions and unit prices adhered to with no deviations.

Prior to each annual renewal, the City may consider price adjustment(s) only when a written request is received by the Buyer identified herein a minimum of ninety (90) days prior to the renewal date for review by the Lead Agency. Vendor is responsible for verifying that written price request was received by the Buyer within ninety (90) days. Vendor's written request shall identify each bid item affected and proposed price with written justification and supporting documentation attesting that the request is a bonafide cost increase/decrease to the vendor. Failure to submit the required supporting documentation may result in the price adjustment request being denied. Vendor's requested price adjustment is subject to City/Lead Agency approval, and shall require written acknowledgement from the Buyer. In the event that the City does not wish to accept the adjusted cost(s) and the matter cannot be resolved to the satisfaction of the City, the Contract may be terminated by the City by giving written notice to the Vendor.

In the event that a cost decrease is realized due to changes in the economy (CPI/CPU and/or decreases that are industry specific), the City shall have the right to request and receive from the Vendor a reasonable reduction in costs. The City reserves the right to request full documentation (schedule of values) for freight costs at start of contract period as a benchmark for the contract.

5.02 CONTRACT ALTERATIONS

The City reserves the right to delete, add or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. The Contractor, the City's Project Manager and Purchasing Manager or appointed designee must mutually agree upon items added or revised.

5.03 METHOD OF ORDERING

The following supersedes General Condition 5.01

Each participating entity shall issue the Contractor individual purchase order(s) and/or blanket purchase order(s) throughout the term of the award. The participating entity will order requirement(s) on an "as needed" basis. All terms, conditions and prices of this bid are applicable. **Only awarded bid items may be purchased on the Purchase Order.** Vendor is to take all necessary steps to insure this requirement. Invoices must reference individual entity purchase order number.

5.04 DELIVERY

All delivery requirements shall be in accordance with Part VI, Section 6.05.

5.05 DEFAULT

In the event that the Contractor cannot respond adequately to the completion time requirements identified herein by reason of supply failure or any other reason, the Contractor shall advise the City in writing within 24 hours of said inability, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this contract and may cancel the order with no penalty to the City. The City may then procure the product on the open market. The Contractor shall be liable for price differences if delivery failure is not case of FORCE MAJEURE.

5.06 QUANTITY

The **estimated** annual requirements for Sodium Chloride, Solar Salt are as noted on Appendix A, the Co-Op Estimated Annual Usage Schedule. All quantities provided are **estimates** of annual usage. The City of Boca Raton and each participating Co-Op entity reserves the right to increase or decrease their total quantities as necessary to meet actual requirements.

5.07 ACCEPTANCE AND PAYMENT

In conjunction with General Term and Condition No. 5.03 and 5.06, The City of Boca Raton will pay 100% of the contract price for each order after all items have been delivered/installed and accepted. The using department will make final inspection of the material covered by this bid when it is delivered and installed in accordance with the specifications and must be approved before payment is made. Failure in the awarded vendor's responsibility as outlined may result in either one or any of the following as determined by the City:

- Request for immediate replacement and/or correction of partial or entire order.
- Payment withholding until compliance is received and approval granted.
- Return of partial or entire order for full credit at no additional cost to the City.
- Cancellation of partial or entire order at no cost to the City.

Invoice must reflect purchase order number.

5.08 PROTECTION OF PROPERTY

The successful bidder shall at all times guard against damage or loss to the property of the City of Boca Raton or that of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage. The City of Boca Raton may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or their agent(s).

5.09 PERFORMANCE

The City of Boca Raton heavily monitors the quality and performance of work performed and/or supplies furnished by the awarded vendor for future consideration and/or reference purposes. A sample Vendor Performance Report may be obtained upon request of the Purchasing Division. The City may return, for full credit, any item(s) received which fail to meet the City's performance standards.

5.10 PARTICIPATION OF CO-OP MEMBERS

All Co-op members participating in this contract shall do so in accordance with stipulations and governing By-Laws as set forth by the NIGP Southeast Chapter (<http://www.nigp.sefil.org/by-laws.asp>).

PART VI TECHNICAL SPECIFICATIONS:**6.01 SCOPE**

The purpose of this bid is to obtain a Sodium Chloride product, suitable to use in the electrolytic chlorination process for onsite sodium hypochlorite generators as well as softener resin regeneration. This solicitation is a cooperative procurement on behalf of the NIGP Southeast Florida Governmental Purchasing Cooperative group for Bulk (tank load) deliveries of Sodium Chloride, Solar Salt. The governmental agencies participating in this procurement and their respective delivery locations are indicated on the form identified as Appendix A, "Co-Op Agencies Estimated Annual Usage Schedule".

6.02 PRODUCT SPECIFICATIONS (Bidder to submit product information and descriptive literature as verification that product being bid meets the following specifications)

- a) The Sodium Chloride (NaCl) shall be solar salt quality or greater, containing no organic binders, flow control agents, or resin cleaning materials.
- b) Product shall be homogenous and in a crystalline granular form
- c) Product shall be white in color
- d) Product shall conform to ANSI and NSF Standard 60 as further detailed in item 6.03
- e) The product's composition shall meet or exceed the following specifications (as ppm [mg/kg] weight)

| Item | Description | Percentage |
|------|---|------------|
| 1 | Dry Basis | 96.3-98% |
| 2 | Wet Basis | 93.3% min. |
| 3 | Calcium Sulfate | 0.30% max |
| 4 | Magnesium chloride | 0.06% max |
| 5 | Calcium Chloride | 0.10 % max |
| 6 | Magnesium Sulfate | 0.02% max |
| 7 | Insolubles: | 0.01% max |
| 8 | Moisture(as H ₂ O) | 3.0% max |
| 9 | Lead | .0007% max |
| 10 | Copper | .0003% max |
| 11 | Iron(as Fe) | .002% max |
| 12 | Total Impurities(soluble and insoluble) | 2.0% max |

6.03 CERTIFICATIONS/STANDARDS

Product bid shall conform to recognized standards in accordance with American Water Works Association (AWWA) Sodium Chloride B200-93, Section 5, or latest edition.

- a) Product Facility Certification: Bidder shall submit as part of bid package, either one of the following product facility certifications for the product bid:

NSF Standard 60 Certification

or

Certification from a third party certification body that is accredited by American National Standards Institute (ANSI) to certify products to National Science Foundation (NSF) Standard 60. These third party certification bodies include NSF International, UL LLC, and Water Quality Association.

Product shall conform to the certification as listed above throughout the contract term.

- b) Bidder to submit with the bid package, Material Safety Data Sheets (MSDS), and product specifications/literature for the product bid. .

6.04 PRODUCT COMPLIANCE

If product does not meet these requirements at any time during the contract term, the supplier shall be liable to remove the product from City property and clean the brine-maker tanks at no additional cost to the City. The City reserves the right during the contract period to determine by independent tests if the product supplied meets the aforementioned specifications. If the sample meets the specifications, the City shall pay the cost of the test. If the sample does not meet the specifications, the Contractor shall bear all costs associated with the test.

6.05 DELIVERY REQUIREMENTS

6.05.1 General Guidelines

A. Delivery shall be made within 5 business days after an order is placed. The successful Bidder will be responsible for advising City Staff of backorders or delays at time of order. Deliveries to each location must be made during normal working hours between 0800 and 1700 hours unless the City has made special arrangements. Carrier shall provide City Contact with at least twenty-four (24) hours advance notice prior to scheduling delivery. Each City Contact is as noted on the attached schedule, Appendix A.

B. Deliveries shall be made only with trucks dedicated solely for the transportation of solar salt in order to prevent contamination and coagulation. Any product received that appears to have been tampered with or contaminated, will be returned to the awarded vendor for replacement, at no additional cost to the City.

C. All bulk shipment shall be accompanied by certified weight tickets. Certificate shall indicate gross, tare, and net weights.

D. All Delivery Trucks shall be in A-1 Mechanical Condition throughout the term of the contract. All drivers shall be appropriately licensed and trained in proper handling, use and operation of equipment required for delivery of product throughout the term of the contract.

E. Minimum Delivery requirements shall be approximately 25 tons. Bidder shall not impose any further minimum ordering requirements.

6.05.2 Guidelines for City of Boca Raton

A. All bulk chemical deliveries shall be secure from tampering in route to the delivery point utilizing portal sealing devices. Prior to delivery, awarded Bidder is responsible for having a faxed copy of the bill of lading sent to the receiving facility (WWTP 561-338-4255, Attn: Ed Catalano). Bill of lading shall identify the name of the driver (printed) and the serial numbers for all of the seals for all of the tanker's portals. The City of Boca Raton will not accept deliveries after 5:00 P.M

B. Only City of Boca Raton Utility Services staff shall remove seals after inspection of the tanker. Drivers will be required to show a valid driver's license with picture I.D. to be admitted into the Glades Road Utility Complex. Broken portal seals or the absence of portal seals shall be grounds for rejecting the delivery at no expense to the City.

6.05.3 Guidelines for Co-Op Participants

Contact information, including fax numbers and email addresses to be provided at post award meeting with any special delivery requirements.

6.06 QUALITY CONTROL PROGRAM

Bidder and or the manufacturer of the product shall have a Quality Control Program in place at the plant location manufacturing the product bid.

Appendix A

Co-Op Agencies Estimated Annual Usage Schedule

| Agency | Contact | Annual Usage | Fittings | Tank |
|--|---|--------------|---|---|
| City of Boca Raton Wastewater Plant 1501 Glades Road Boca Raton, FL 33431 | Ed Catalano 561-338-7332 ecatalano@myboca.us | 1200 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting. | WWTP has two FRP tanks at 59 tons each |
| Town of Davie Water Plant System V 7351 SW 30 th Street Davie, FL 33314 | Daryl Cotton 954-327-3760 Daryl_cotton@davie-fl.gov Backup: Raul Sotelo 954-327-3748 Raul_sotelo@davie-fl.gov | 450 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | 50 ton silo |
| Town of Davie Water Plant System III 3500 NW 76 th Ave. Davie, FL 33024 | Stanley Ebanks 954-327-3750 Stanley_ebanks@davie-fl.gov Backup: Raul Sotelo 954-327-3748 Raul_sotelo@davie-fl.gov | 150 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | 50 ton silo |
| City of Hollywood Water Treatment Plant 3441 Hollywood Blvd Hollywood, FL 33021 | Luis Montoya, Carlos Aguilera 954-967-4230 lmontoya@hollywoodfl.org | 900 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | 80 ton tank, Fiberglass |
| Town of Lantana Water Treatment Plant 510 W. Pine Street Lantana, FL 33462 | Clyde Ali 561-540-5760 hali@lantana.org | 750 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | WTP has 34 ton tank |
| City of Margate Water Treatment Plant 1001 W River Dr. Margate, FL 33063 | Peter O'Laughlin 954-972-0828 poloughlin@margatefl.com | 650 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | WTP has one tank @80 ton manufactured by Beden-Baugh Products Inc. |
| City of Margate Wastewater Treatment Plant 980 NW 66 th St Margate, FL 33063 | Wendell Wheeler 954-972-0828 wwheeler@margatefl.com | 250 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | WWTP has one tank @ 60 ton capacity manufactured by Ben-Baugh Products Inc. |
| City of Pembroke Pines 7980 Johnson Street Pembroke Pines, FL 33027 | Michael Cepeda 754-972-4509 michael.cepeda@ch2m.com | 600 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | 90 ton tank, Fiberglass |
| City of Tamarac Water Treatment Plant 7803 NW 61 st Street Tamarac, FL 33321 | Jason Bentley 954-597-3787, cell 954-579-9386 Jason.Bentley@tamarac.org | 450 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | WTP has a 47 ton silo manufactured by Plas-Tanks Industries, Inc |

Appendix A
Continued...

Co-Op Agencies Estimated Annual Usage Schedule

| Agency | Contact | Annual Usage | Fittings | Tank |
|--|---|--------------|--|-------------|
| Village of Palm Springs Site 1 360 Davis Rd Palm Springs, FL 33461 | Don Ray 561-601-1449 cray@vpsfl.org | 600 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | 50 ton tank |
| Village of Palm Springs Site 2 5618 Basil Dr. West Palm Beach, FL 33415 | Don Ray 561-601-1449 cray@vpsfl.org | 600 ton | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | 50 ton tank |

BIDDERS CERTIFICATION

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths).

Provide Manual Signature

I certify that I am authorized to bind performance of this bid for the above bidder. I certify that this bid is made without collusion or fraud. I certify acceptance of the terms, conditions and specifications of this Invitation to Bid. I certify that this bid submittal is in accordance with the specifications in its entirety and with full understanding of the conditions governing this bid.

*Bidder must submit proof that their firm name is registered with their State of origin.

Morton Salt, Inc.

*Name of Bidder (Firm Name as Registered with their State of origin)

Business Address:

444 West Lake Street, Suite 3000
Street Address (P.O. Box Address is not permitted)
Chicago, IL 60606
City, State, Zip

Mailing Address: Check if Same as Business Address above

Street Address

City, State, Zip

Kelly Kus 3/2/17 / Jennifer Kelly 3/3/17
Authorized Signature (Written)

Kelly Kus, Pricing Manager / Jennifer Kelly, Director, Product Management

Print Name and Title of Person Signing this Form

03/02/2017 For Ordering: 855-665-4540
Date Telephone Fax No.

Email Address of Person Signing this Form: kkus@mortonsalt.com

Federal I.D. No.: 27-3146174

STATE OF: Illinois COUNTY OF: Cook

The foregoing instrument was acknowledged before me this 2nd day of March

2017, by Kelly Kus who is (who are) personally known to me or who has produced Il issued Driver's License as identification.

NOTARY PUBLIC SIGNATURE: Andrew Lorenzini

NOTARY NAME, PRINTED, TYPED OR STAMPED: Andrew Lorenzini

Commission Number: _____ My Commission Expires: 3/10/2019



BID FORM

The City reserves the right to award this bid to the lowest responsive, responsible bidder on a grand total or on an entity by entity basis as further detailed in item 3.07 of the Special Conditions. Prices quoted shall be firm and fixed for the initial contract period; product shall be in accordance with specifications noted herein.

| ITEM # | ENTITY NAME | ESTIMATED ANNUAL USAGE (E) | Freight Charge Per Location (F) | Unit Price (product only) (P) | Extended Price (F+P x E) |
|--------|---------------------------|----------------------------|---------------------------------|-------------------------------|--------------------------|
| 1 | City of Boca Raton, WWTP | 1,200 tons | \$ 38.50 / Per Ton | \$ 81.00 / Per Ton | \$ 143,400.00 |
| 2 | Town of Davie WTP | 600 tons | \$ 38.50 / Per Ton | \$ 81.00 / Per Ton | \$ 71,700.00 |
| 3 | City of Hollywood, WTP | 900 tons | \$ 38.50 / Per Ton | \$ 81.00 / Per Ton | \$107,550.00 |
| 4 | City of Lantana, WTP | 750 tons | \$ 38.50 / Per Ton | \$ 81.00 / Per Ton | \$ 89,625.00 |
| 5 | City of Margate WTP, WWTP | 900 tons | \$ 38.50 / Per Ton | \$ 81.00 / Per Ton | \$ 107,550.00 |
| 6 | City of Pembroke Pines | 600 tons | \$ 38.50 / Per Ton | \$ 81.00 / Per Ton | \$ 71,700.00 |
| 7 | City of Tamarac, WTP | 450 tons | \$ 38.50 / Per Ton | \$ 81.00 / Per Ton | \$ 53,775.00 |
| 8 | Village of Palm Springs | 1200 tons | \$ 38.50 / Per Ton | \$ 81.00 / Per Ton | \$143,400.00 |

| | |
|---|---------------|
| Grand Total (Sum of Extended Prices for Lines 1 - 8) | \$ 788,700.00 |
|---|---------------|

Specify Mfg /Name of Product being bid: Morton Solar Salt Bulk load Truck Delivery is: 25 tons
Water Softening Crystals

Name of Bidder: Morton Salt, Inc.

BIDDERS CHECKLIST

All bids should be submitted on the City provided Bid Package forms. All blanks on the proposed forms must be completed. Bidder is to return a complete set of all bid package forms listed as follows. Failure to submit the required documents may result in your bid being considered non-responsive and thereby rejected.

1. Qualification of bidder's information included? Yes No
2. Questionnaire of bidder's information included? Yes No
3. Copy of bidder's valid Business Tax Receipt submitted? Yes No
4. Bidder including proof of NSF 60 Certification or 3rd party as per Technical Specification item 6.03? Yes No
5. MSDS Sheets for product submitted? Yes No
6. Product Information and Descriptive Literature submitted clearly detailing items bid meet specifications herein (Section 6.02 of Technical Specifications) ? Yes No
7. All bid pages signed? Yes No
8. Bidder's certification form signed, notarized and submitted? Yes No
9. Bid submitted as one original (no copies needed)? Yes No
10. Addendum (if any issued) submitted? Yes No
11. Proof that firm name is registered with their State of origin? Yes No
12. Proof of insurance submitted? Yes No
13. Drug Free Workplace Form submitted? Yes No

14. Name of individual submitting Bid: Morton Salt, Inc.

Email address: _____ Ph: 855-665-4540

15. Contact person for Insurance Certificate: Evelyn Anderson

Phone: 312-807-2737 Email: eanderson@mortonsalt.com

Name of Bidder: Morton Salt, Inc.

QUALIFICATION OF BIDDERS INFORMATION

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the product specified and meets or exceeds the qualification requirements listed below. The bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications.

- Bidder shall have a minimum of three (3) satisfactory references for similar accounts supplied with the product bid within the time range of 2/1/13 and 2/1/17.

REFERENCE #1

| |
|--|
| Company/Entity Name: <u>New Philadelphia City, OH</u> |
| Address: _____ |
| City, State, Zip: _____ |
| Contact Name: <u>Ron McAbler</u> Title: _____ |
| Phone: <u>330-364-4491</u> : Fax: _____ Email: _____ |
| Date of Service or Contract Period: <u>04/2016-04/2017</u> |
| Mfg and Name of Product Supplied <u>Water Softening</u> |
| Estimated Annual Quantity Supplied: <u>\$263,100.00</u> |

REFERENCE #2

| |
|--|
| Company/Entity Name: <u>City fo Washington, NC</u> |
| Address: _____ |
| City, State, Zip: _____ |
| Contact Name: <u>Michael Whaley</u> Title: _____ |
| Phone: <u>252-975-9300</u> : Fax: _____ Email: _____ |
| Date of Service or Contract Period: <u>04/2016-04/2017</u> |
| Mfg and Name of Product Supplied: <u>Water Softening</u> |
| Estimated Annual Quantity Supplied: <u>\$221,850.00</u> |

Name of Bidder: Morton Salt, Inc.

REFERENCE #3

| | |
|--|-------------------------|
| Company/Entity Name: <u>Port Washington Water District, NY</u> | |
| Address: _____ | |
| City, State, Zip: <u>Port Washington, NY 11050</u> | |
| Contact Name: <u>Italo Vacchio</u> | Title: _____ |
| Phone: <u>516-767-0171</u> | Fax: _____ Email: _____ |
| Date of Service or Contract Period: <u>04/2016-04/2017</u> | |
| Mfg and Name of Product Supplied: <u>Water Softening</u> | |
| _____ | |
| Estimated Annual Quantity Supplied: <u>\$33,858.00</u> | |
| _____ | |

2. The City will not award a bid to any bidder who cannot provide evidence that their Firm Name identified on the "Signature of Bidder" form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.

Bidder to indicate number of years their firm has been in business. 160

Proof submitted as attachment: Yes _____ No

Name of Bidder: Morton Salt, Inc.

Questionnaire

1. Description of the physical plant and facilities to adequately supply the City.

Brick, wood, steel, concrete construction with fiberglass, plastic, and wood walls and roofs. 50,000 square feet

2. Details of shipping method to be used via truck

3. Listing of office hours and Office personnel during these hours for coordination of service.

Office Hours: 3 shifts day/ 7 days a week; 2 shifts/day-weekends

A. Contact Information for order placement/delivery inquiries:

Name (s) Carrie Koch

Phone / Email address: ckoch@mortonsalt.com

B. Contact Information for billing questions:

Name (s) Brenda Golletz

Phone / Email address: bgrolletz@mortonsalt.com

C. Contact Information for Insurance questions:

Name (s) Marcia Paulsen

Phone / Email address: mpaulsen@mortonsalt.com

4. Bidder and or the manufacturer of the product shall have a Quality Control Program in place at the plant location manufacturing the product bid.

Detail the Quality Control Program in place or submit as an attachment.

We deliver high quality products by excelling at continuous improvement and ensuring safe and legal complaint products that meet or exceed customer expectations

Quality Control program is in place at Port Canaveral plant location.

Provide the name and contact phone number of the person who is responsible for the Quality Control/Assurance program:

Sandy Knox Ph: 321-868-7136

5. Awarded Vendor shall submit usage report to Lead Agency of shipments to individual entities in accordance with NIGP SE Chapter as detailed in applicable Co-Op Cover Sheet.

Contact Person who will submit Co-op Usage reports to Lead Agency: _____

Email: sknox@mortonsalt.com Telephone Number: 321-868-7136

Name of Bidder: Morton Salt, Inc.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

Morton Salt, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Signature of Bidder Kelly Kus, Pricing, Manager

03/02/2017
Date

STATEMENT OF NO BID

(No Bid may be submitted electronically within the electronic bidding system.)

If you are not bidding on this service/commodity, please complete and return this form to: City of Boca Raton Purchasing Department, 201, W. Palmetto Park Road, Boca Raton, Florida 33432.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to bid on _____
service/commodity

because of the following reasons:

_____ Insufficient time to respond to the Invitation to Bid

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications


_____ Other (specify below)

REMARKS: _____

CERTIFICATION

I, Chad E. Walker, Secretary of Morton Salt, Inc., a Delaware corporation (the "Company") hereby certify that:

1. Attached hereto is a true and correct copy of a resolution duly adopted effective October 1, 2012 by the Board of Directors of the Company; said resolutions not having been amended or revised in any manner and being in full force and effect as of the date hereof.
2. Christian H. Herrmann is a duly elected and acting Chief Executive Officer and President of Morton Salt, Inc. and Timothy McKean is a duly elected and acting Chief Financial Officer, Vice President and Treasurer of Morton Salt, Inc. as of the date hereof and as such are duly authorized signatories in accordance with the resolution described in 1. above.
3. Attached hereto is a true and correct copy of a delegation of signature authorization signed by Christian H. Herrmann and Timothy McKean.



Chad E. Walker
Secretary
Morton Salt, Inc.

Dated: MAR 03 2017

CERTIFICATION

I, Chad E. Walker, Secretary of Morton Salt, Inc., a Delaware corporation (the "Company") hereby certify that:

1. Attached hereto is a true and correct copy of a resolution duly adopted effective October 1, 2012 by the Board of Directors of the Company; said resolutions not having been amended or revised in any manner and being in full force and effect as of the date hereof.
2. Christian H. Herrmann is a duly elected and acting Chief Executive Officer and President of Morton Salt, Inc. and Timothy McKean is a duly elected and acting Chief Financial Officer, Vice President and Treasurer of Morton Salt, Inc. as of the date hereof and as such are duly authorized signatories in accordance with the resolution described in 1. above.
3. Attached hereto is a true and correct copy of a delegation of signature authorization signed by Christian H. Herrmann and Timothy McKean.



Chad E. Walker
Secretary
Morton Salt, Inc.

Dated:

Morton Salt, Inc.
Excerpt from Board of Directors' Meeting
October 1, 2012

RESOLVED, that effective October 1, 2012, any two of the officers of the Corporation holding the positions listed below:

Chief Executive Officer and President;
Chief Financial Officer, Vice President and Treasurer; and,
Vice President, General Counsel and Secretary,

and to the extent delegated in writing, their designees, are hereby authorized, for and in the name and on behalf of the Corporation, and any subsidiary, affiliate or business unit thereof, to execute and deliver any and all applications, agreements, bids, bonds, certifications, notices, proxies, real estate conveyances, reports, stock certificates and other documents which they may deem necessary or advisable in furtherance of the business of the Corporation, subsidiary, affiliate or business unit, as the case may be, provided that two signatures be required on any document executed on behalf of the Corporation: such authorizations to be (i) subject to the limitations set forth in any applicable Board of Directors' resolution or published policy of the Corporation, and (ii) subject to the limitations set forth in any K+S AG policy or procedure; and

FURTHER RESOLVED, that the signatures of any two persons designated pursuant to the above resolution affixed to any document described therein shall constitute certification of his or her authority to execute said document on behalf of the Corporation.

**DELEGATION OF AUTHORITY AND POWER OF ATTORNEY
UNDER THE RESOLUTIONS
ADOPTED BY THE BOARD OF DIRECTORS ON OCTOBER 1, 2012**

For
Morton Salt, Inc.

Pursuant to the authority granted by the Resolutions adopted by the Board of Directors of Morton Salt, Inc. on October 1, 2012, any two of the following persons, signing together, are designated as persons authorized to execute and deliver certain documents on behalf of Morton Salt, Inc. (the "Company") and each one of its subsidiaries (together the "Companies"), provided that (i) the second authorized signatory be either a higher ranking employee or a supervisor, or an employee at the same level, (ii) the second authorized signatory is involved in the same or similar transactional work matters and responsibilities as the first signatory, (iii) the Directive of Business Transactions and Measures of the Executive Board of K+S Aktiengesellschaft, attached herein and made a part hereof, is followed. This delegation of authority and power of attorney supersedes any earlier delegations for the Companies and remains in effect until the person no longer holds the position listed, or this delegation of authority is superseded, amended or terminated.¹

Effective Date: May 29, 2015

Morton Salt, Inc.

By:



Name: Christian H. Herrmann

Title: Chief Executive Officer and President

Morton Salt, Inc.

By:



Name: Timothy McKean

Title: Chief Financial Officer, Vice President and
Treasurer

¹ *eCommerce Solutions*

Specific to eSolutions provided by Procurement to simplify the purchasing process out of finally negotiated electronic Catalogs for items and services, the employees with access to the eSolutions ("users") are authorized with a single (electronic) signatory when utilizing these systems for purchases:

- *All users are authorized to order up to a value of \$1,000 (USD and CDN), and*
- *Users in the functions Supervisor, Superintendent, as well as all other supervisory functions, are authorized to order and approve orders up to a value of \$7,500.00 (USD and CDN), and*
- *Users listed in this Delegation of Authority are authorized to order up to a value of \$7,500.00 (USD and CDN), and are authorized to approve orders up to the value specified in this document. Approval authorizations will follow predefined value limits set forth in the eCommerce Solutions.*
- *Exception: Users with system receiving authority are authorized to order through eSolutions, but all orders are subject to approval (order value is set at \$0 USD and CDN).*

18. Quality Management Systems

Morton Salt, Inc. has developed and implemented a formal Quality Program for its food grade products. The Morton Quality Policy is as follows;

“We deliver high quality products by excelling at continuous improvement and ensuring safe and legally-complaint products that meet or exceed customer expectations.”

Programs, policies, and implemented procedures

All documentation is considered proprietary and may be reviewed onsite.

A. Organization/Personnel

| | | |
|--|-----|--|
| Is an Organizational Chart available? | Yes | Available on site during a plant tour. |
| Are written job descriptions describing job task and training documented and available to staff? | Yes | Available on site during a plant tour. |
| Is training conducted to ensure compliance with Good Manufacturing Practices? | Yes | <i>Frequency:</i> Employees are trained upon hire and at least annually. |
| Are training, experience, and education adequate to perform job? | Yes | |
| Is training documented? | Yes | |
| Are personnel in manufacturing complaint with the following: <ul style="list-style-type: none"> • Eating, drinking, and smoking in designated areas only • Wearing hair or beard restraints • Wearing clean garments in a manner that protects against contamination • No jewelry other than a plain metal band • Washing hands upon returning to manufacturing areas | Yes | |
| Are personnel with illness and/or open wounds required to report such illness to management and be removed from manufacturing? | Yes | |
| Are personnel with wounds required to cover them? | Yes | |
| Are metal detectable bandages | Yes | |

| | | |
|---|-----|--|
| used? | | |
| Are Contract or Temporary employees qualified, approved, and trained? | Yes | |
| Are visitors required to comply with personal hygiene requirements? | Yes | |
| Does the company have a business contingency and/or emergency plan? | Yes | |

B. Building/Facilities/Warehouse/Pest Control

| | | |
|--|-----|------------------------------------|
| Is the establishment located in an area that is free from environmental contaminants? | Yes | |
| Is the outside area maintained in good repair? | Yes | |
| Is the facility of suitable size and construction for operations being performed and not to contaminate the product? | Yes | |
| Is the facility maintained in a clean and good state of repair? | Yes | |
| Are storage conditions appropriate to protect against contamination? | Yes | |
| Are storage areas dry? | Yes | |
| Are materials stored off the floor and 18 inches from the wall? | Yes | |
| Is sufficient illumination available for personnel to perform tasks? | Yes | |
| Is lighting protected or shatter proof? | Yes | |
| Are floors and walls are intact? | Yes | |
| Are restrooms maintained and in good repair? | Yes | |
| Do restrooms open directly to production or storage? | No | |
| Are Handwashing stations properly stocked and located throughout the facility? | Yes | |
| Are there adequate changing facilities for employees? | Yes | |
| Is water from a potable source? | Yes | <i>City and well water sources</i> |
| Is water quality monitored? | Yes | |
| Are backflow preventative devices fitted? | Yes | |

| | | |
|---|-----|--|
| Are temperature and humidity controlled? | N/A | Temperature control is not applicable to sodium chloride. |
| Is ventilation provided to remove dust and condensation? | Yes | |
| Are drains constructed and located not to contaminate materials? | Yes | |
| Is waste removed by a licensed contractor? | Yes | |
| Are waste containers constructed of impermeable materials, closed when not in use, and located in a designated area not to contaminate materials? | Yes | |
| Maintenance of grounds to prevent harborage of pests? | Yes | |
| Are external doors and windows screened to prevent the entry of insects? | Yes | |
| Is there a Third Party Pest Control Program in place? | Yes | <i>Frequency of visit:</i> Weekly site visits for interior and exterior bait stations and traps as well as insect light traps. |
| Are operators trained and have valid applicator licenses? | Yes | |
| Is a map of all bait and trap stations maintained? | Yes | |
| Are traps located at key entry points? | Yes | |
| Are potential pest harborage removed? | Yes | |
| Are results of the inspections kept on file? | Yes | |
| Are pesticides stored on site? | No | |
| Is fumigation performed? | No | |
| Is warehouse clean, dry, and well maintained? | Yes | |
| Are products stacked in a way to prevent damage? | Yes | |

C. Equipment/Calibration/Maintenance

| | | |
|---|-----|---|
| Is equipment of suitable size and construction material not to contaminate product? | Yes | |
| Are food contact surfaces smooth, non-corrosive, and can withstand cleaning? | Yes | |
| Are equipment lines dedicated? | Yes | Food grade products are manufactured on food grade lines. |

| | | |
|---|-----|---|
| Are equipment and scales routinely calibrated and comply with NIST Standards? | Yes | <i>Frequency:</i> Magnets are tested annually, scales quarterly (external) and daily (internal), metal detectors once a year (external) and daily (internal). Optical sorter tested daily, and calibrated annually. |
| Are records of calibration maintained? | Yes | |
| Is a Preventative Maintenance Program in place to ensure equipment used for manufacturing product performs as designed? | Yes | |
| Is a master list of equipment maintained specifying the type of maintenance? | Yes | A preventative maintenance program for processing equipment as well as a work order system that documents work done on all equipment producing food grade products. |
| Are Pre-Operational Inspections conducted prior to start up to ensure equipment is accounted for? | Yes | |

D. Chemical Control Program

| | | |
|--|-----|---|
| Is a Chemical Control Program implemented? | Yes | Chemicals, not intended as an ingredient, are used and stored in a manner not to contaminate the product. |
| Are chemicals and lubricants that have the potential for food contact of food grade quality? | Yes | |
| Are chemicals properly labeled and stored? | Yes | |
| Is a master list maintained and reviewed? | Yes | |

E. Cleaning

| | | |
|---|-----|---|
| Is a cleaning program in place to ensure the cleanliness of the facility to food grade standards? | Yes | |
| Has a Master Cleaning Schedule been implemented, followed, monitored, and documented? | Yes | Reviewed by area supervisors. |
| Are chemical sanitizers used? | N/A | Dry Cleaning and/or water for food grade equipment. |
| Is Environmental Monitoring conducted? | No | Salt does not support microbial growth. |
| Are Micro Swabs/ATP Swab test conducted? | N/A | |
| Is Clean In Place equipment | N/A | Not used. |

| | | |
|--------------------------------------|----|--|
| adequately cleaned? | | |
| Is compressed air used for cleaning? | No | Compressed air is not used on food contact surfaces. |

F. Supplier Approval Program

| | | |
|--|-----|--|
| Is there a Supplier Approval Program in place? | Yes | <i>Describe:</i> Suppliers must meet the requirements of Morton Salt's Supplier Quality Program Requirements, Supplier Site Capability Assessment and Material Capability Assessment. Suppliers are to provide Specifications, Letter of Guaranty, Quality Documents, etc. |
| Are specifications in place with approved suppliers? | Yes | |
| Are suppliers monitored to ensure compliance? | Yes | |

G. Receiving

| | | |
|--|-----|--|
| Are SOPs in place for receiving incoming materials? | Yes | |
| Are all containers inspected for cleanliness, odor, contamination, pest, etc.? | Yes | |
| Are incoming materials verified against product ordered, quantity, lot code, and seal numbers? | Yes | |
| Are raw materials tested for identity and purity or covered by the COA? | Yes | |
| Are raw materials assigned a lot code to ensure traceability? | Yes | |
| Are non-conforming materials labeled, quarantined, and rejected back to the vendor? | Yes | |
| Are records maintained of all incoming materials? | Yes | |

H. Manufacturing/Control of Foreign Material

| | | |
|---|-----|------------------------------------|
| Is manufacturing a batch or continuous process? | | Continuous. |
| How is a lot size defined? | | Lots are defined by process order. |
| Is the manufacturing process enclosed? | Yes | |
| Are complete manufacturing SOPs specifying formula, name of material used, equipment, sampling, and documentation available to appropriate staff? | Yes | |

| | | |
|---|-----|--|
| Is in-process testing conducted? | Yes | Weights, screens, additives, impurities. |
| Is product protected against foreign material? | Yes | Manufacturing lines are equipped with Rare Earth Magnets and Scalping Screens. Magnets and screens are monitored per shift and findings are documented. |
| Are Metal Detectors used? If so, what sensitivity? | | Metal detectors are in use on all finished product packaging lines (Food Grade Sea Salt and Food Grade Semi-Bulk). Flow-through metal detectors are calibrated at 1.5mm Ferrous, 2.0mm Non-Ferrous and 2.0mm Stainless Steel. |
| What action is taken in metal detection fails? | | All products are quarantined till last satisfactory check. Rework is prohibited. |
| Is a Glass and Brittle Plastics policy in place? | Yes | Anywhere a see-through material is needed in processing equipment, plastic is preferred over glass where possible. A master list of glass installations in production areas shall be maintained and inspected once a month. A glass or brittle plastic breakage plan has been written to provide cleanup and product protection. |
| Are Food Grade Products manufactured under Good Manufacturing Practices (GMPs)? | Yes | Food grade products manufactured comply with 21 CFR 110 Current Good Manufacturing Practice in Manufacturing, Packaging, or Holding Human Food. |
| Is packaging material approved for food use? | Yes | |
| Are tamper-evident seals used on packaging? | Yes | Multiwall bags are sewn shut. Totes are closed and zip tied. Bulk trucks are sealed with seal numbers. |

I. HACCP

| | | |
|---|-----|--|
| Are Food Grade Products manufactured under a Hazard Analysis Critical Control Point (HACCP) Plan? | Yes | The full HACCP Plan with CCP Flow Charts is available at the plant site. |
| Are applicable food safety hazards identified? | Yes | |
| Does the plan include biological, chemical, and physical hazards? | Yes | |
| Does the plan include allergens? | Yes | |
| Is the HACCP Plan validated, | Yes | |

| | | |
|--|-----|--|
| monitored, and updated on a regular basis? | | |
| Does the HACCP Program have a HACCP Team? | Yes | |
| Does the HACCP Team meet on a regular basis and conduct internal audits? | Yes | Quality Conducts Monthly Internal GMP Audits, HACCP meets at a minimum annually. |
| Is a member of the HACCP Team certified? | Yes | Quality Control Supervisor is certified and on-site. |

J. Allergen Control

| | | |
|---|-----|--|
| Does the facility have an Allergen Control Program? | Yes | |
| Does the facility use any of the major food allergens in salt products? | No | |
| Are all raw materials reviewed for the presence of allergens? | Yes | |

K. Finished Product Control

| | | |
|--|-----|--|
| How are finished products tested to meet chemical purity? | | Food grade products are tested using ASTM E 534 Standard Test Methods for Chemical Analysis of Sodium Chloride. ASTM E 534 is conducted internally on weekly composite samples. Results are reported on the Certificate of Analysis. Other chemical and physical test are performed using Morton internal methods. |
| Does the final product meet a compendial grade? | Yes | Food Chemicals Codex (FCC) |
| Does Quality assure all testing and manufacturing records are reviewed before release? | Yes | |
| Are non-conforming materials quarantined? | Yes | Non-conforming products are quarantined and labeled as to their status. Rework is prohibited. Disposition of non-conforming product must occur in a timely manner and follow all company procedures. If applicable, corrective actions are implemented. |
| Is reworked used? | No | |
| Is there an SOP for the investigation and corrective action of all non-conformances? | Yes | |
| Are records maintained? | Yes | Records pertaining to Quality, Production, and Distribution are retained. Records are maintained for 2 years. |
| Is an expiration date assigned | N/A | Salt is chemically stable, will not support |

| | | |
|---|-----|---|
| to finished material? | | microbial growth and considered to have an indefinite shelf life. Exception: Iodized Salt is should be used within 5 years. |
| Is First-In First Out (FIFO) practiced? | Yes | |
| Are retention samples maintained for the shelf life of the product? | No | |
| Is a Certificate of Analysis provided with each lot? | Yes | Upon request. Fax or Email. |
| What physical or chemical testing is included? | | ASTME 534, Additives (if applicable), Free Iron, Copper, Heavy Metal as Lead, Arsenic, Bulk Density, Sieve Analysis. |
| Is Microbiological Testing conducted? | N/A | Salt does not support microbial growth. |
| Is there a continuous improvement program? | Yes | Lean-Six Sigma |
| Are shipping vehicles in a good state of repair and clean? | Yes | |
| Do shipping vehicles have a documented inspection prior to loading? | Yes | |
| Do food grade bulk vehicles require a wash certificate? | Yes | |

L. Recall/Traceability Program

| | | |
|--|-----|------------------------------------|
| Can finished product be traced back to date & time of production and supplier? | Yes | |
| Can finished product be traced to the direct customer? | Yes | Direct customers only. |
| Are mock recalls conducted? | Yes | Twice a year at 100% +/- 2% <4hrs. |
| Has the facility had a Reportable FDA recall in the past 5 years? | No | |
| Is a list of key contacts for the recall team maintained? | Yes | |
| Are records maintained? | Yes | |

M. Laboratory

| | | |
|--|-----|----------|
| Is routine product testing conducted internal or external? | | Internal |
| If internal, does the lab have adequate space and equipment for required test? | Yes | |
| Is equipment calibrated? | Yes | |
| Are calibrations documented? | Yes | |
| Are containers adequately | Yes | |

| | | |
|---|--|--|
| labeled to determine identity, dates, and expiration? | | |
|---|--|--|

N. Change Control

| | | |
|--|-----|--|
| Is there an adequate system for controlling changes within processing, documents, and equipment? | Yes | |
| Do changes receive the proper review and approval with regards to potential effects? | Yes | |
| Are changes communicated internally and are personnel trained? | Yes | |

O. Customer Complaints

| | | |
|--|-----|--|
| Is a program implemented to investigate customer complaints, determine causes, corrective actions, trend analyses, and notification to customer? | Yes | Complaints are thoroughly investigated, root cause determined, and if applicable, corrective/preventative action is implemented. |
| Are customer complaints maintained on file? | Yes | |

P. Audit

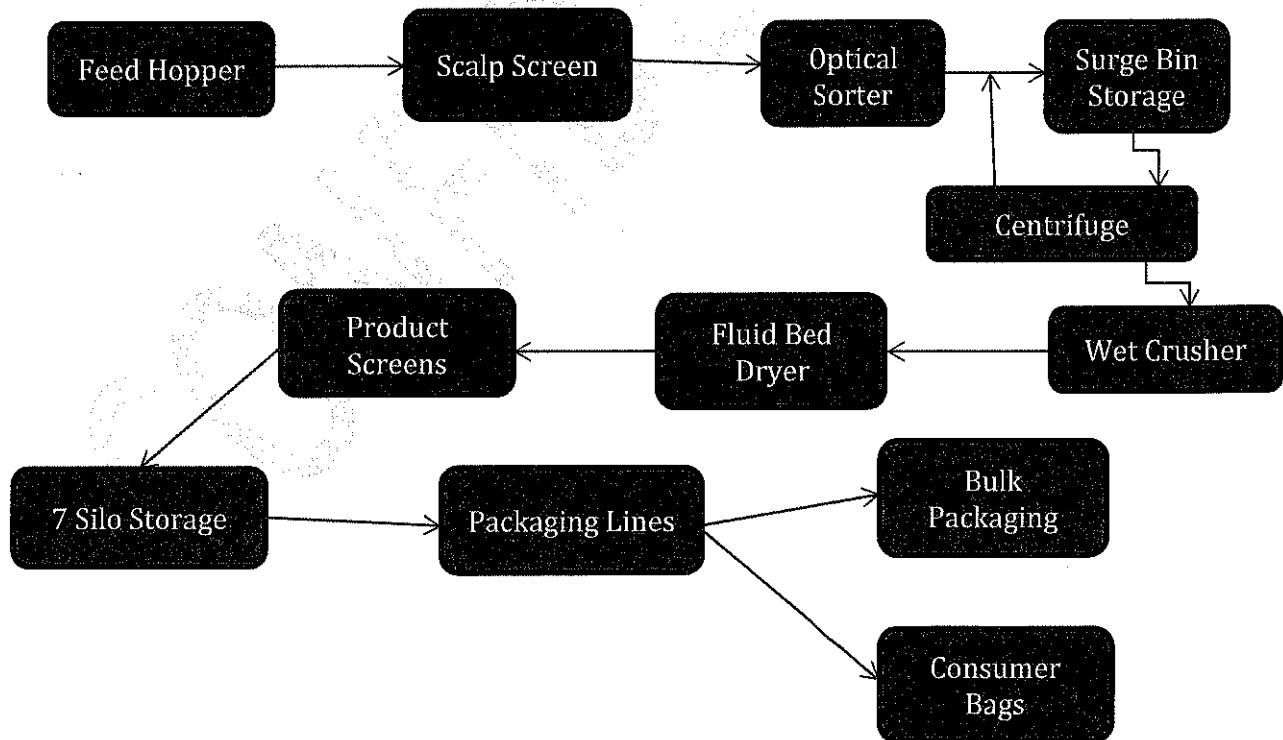
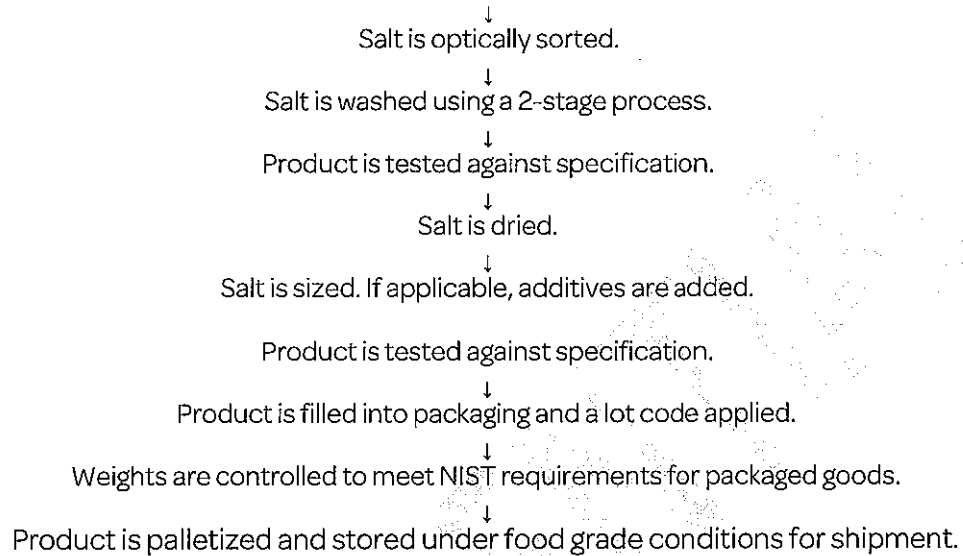
| | | |
|---|-----|--|
| Are internal audits conducted covering all areas of operation and verify SOPs, policies, and procedures are being followed? | Yes | <i>Frequency:</i> Facility monthly GMP and corporate annual BRC. |
| Are third party audits conducted? If so, to which standard/certification body? | Yes | Current BRC Global Standard to Food Safety Certificate is available upon request. Full audit is available upon receipt of Morton's signed Quality NDA. |

Q. Food Security

| | | |
|---|-----|--|
| Does the facility have a Food Security Program? | Yes | |
| Is the manufacturing site secured to prevent unauthorized entry? | Yes | |
| Are visitors and guest restricted to areas and accompanied by authorized employees? | Yes | |
| Are ingredient and finished products stored to prevent tampering? | Yes | |
| Do all incoming and outbound shipments require seal and seal numbers? | Yes | |

19. Basic Flow Chart for Food Grade Sea Salt

Salt harvested from Great Inagua Island, Bahamas, or Mexico using solar evaporation.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/23/2017

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 of Illinois, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191 | CONTACT NAME: | | |
| | PHONE (A/C, NO, EXT): | 877-945-7378 | FAX (A/C, NO): 888-467-2378 |
| | E-MAIL ADDRESS: | certificates@willis.com | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC# |
| INSURED Morton Salt, Inc. Attn: Marcia Paulsen 444 West Lake Street Suite 3000 Chicago, IL 60606 | INSURER A: HDI-Gerling America Insurance Company | | 41343-001 |
| | INSURER B: Zurich American Insurance Company | | 16535-005 |
| | INSURER C: American Zurich Insurance Company | | 40142-002 |
| | INSURER D: Zurich American Insurance Company | | 16535-000 |
| | INSURER E: | | |
| INSURER F: | | | |

COVERAGES

CERTIFICATE NUMBER: 25225728

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | GLD11429-07 | 1/1/2017 | 1/1/2018 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | BAP622120903 | 1/1/2017 | 1/1/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 100,000 | | | CUD11430-07 | 1/1/2017 | 1/1/2018 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WC622121203 | 1/1/2017 | 1/1/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| D | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WC622121303 | 1/1/2017 | 1/1/2018 | E.L. EACH ACCIDENT \$ 1,000,000 |
| D | | | | EWS622121403 | 1/1/2017 | 1/1/2018 | 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)
OH WC Policy #EWS622121403: OH-SIR \$500,000.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| City of Boca Raton 1201 W Palmetto Park Road Boca Raton, FL 33432 | 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 <i>Andrea Pains</i> |

Named Insured: Morton Salt, Inc.

Product Data Sheet

Morton® Solar Salt Water Softening Crystals



PDS 3370
2/14
Rev 1

Description

Morton® Solar Salt Water Softening Crystals are produced from solar evaporated salt at several sites. Salt brine is impounded in shallow ponds where moisture is slowly evaporated by the action of solar heat absorption and wind. The wet harvested salt is then dried and screened. Fractional crystallization and washing voids much of the inorganic contributed by the salt brine. There are no additives.

Solar salt tends to crystallize in a pyramidal aggregate which breaks up in milling to irregular, somewhat rectangular particles, white to crystalline in appearance. Some production may contain traces of off-colored insolubles.

This product meets the specifications of ANSI/AWWA Standard B200 and is certified to ANSI/NSF Standard 60.

Use

Solar Salt Water Softening Crystals can be employed in any type of home or light commercial softener brine tank properly equipped to filter fine insolubles to avoid valve clogging. It should not be used in touch grid plate, hydrosyphon systems designed for pelletized vacuum salt as fine insolubles and undissolved salt will accumulate in the reservoir below the grid, gradually reducing brine volume for resin regeneration.

Chemical Properties

The primary impurity is the completely-soluble gypsum form of calcium sulfate. Other salt impurities consist of traces of calcium chloride, magnesium chloride and sulfate.

Analysis Range

| | |
|------------------------|--------------|
| *Sodium Chloride (%) | 99.5 Minimum |
| Other Salts (%) | 0.5 Maximum |
| Water Insolubles (%) | 0.1 Maximum |
| Moisture (Surface) (%) | 0.15 Maximum |

*By differences of impurities, moisture-free basis (ASTM procedures).

Particle Size

Solar Salt Water Softening Crystals have a screen tolerance for excessive fines, 5% passing a U.S.S. 12 Mesh sieve, to avoid a tendency to bridge in softener brine tanks.

| U.S.S. Mesh | Opening Millimeters* | Percent Retained** |
|-------------|----------------------|--------------------|
| 12 | 1.7 | 95 Minimum |
| pan | - | 5 Maximum |

* On individual screens

** 10 millimeters (mm) per centimeter; 25.4 millimeters per inch

Voids

Initial voids immersed in water are 44 - 52%. Void capacity does not vary significantly over several regeneration cycles in a softener brine tank.

Storage/Coding

Solar Salt Water Softening Crystals are chemically stable and will not support microbial growth. To reduce the incidence of caking, store in a cool, dry area, relatively free of drafts, where the humidity does not regularly cycle through 75% rh. Under these conditions, the shelf life is indefinite. Store indoors or cover with black plastic to protect from wetting or direct sunlight. Packaging can disintegrate upon prolonged exposure to UV radiation. A manufacturing lot code is found on the package.

Producing Plants

Port Canaveral, FL; Perth Amboy, NJ; Glendale, AZ; Grantsville, UT; Long Beach, CA; Newark, CA.

These data are based on information we believe to be reliable. They are offered in good faith, but without guarantee, as conditions and methods of use of our products are beyond our control. We recommend that the prospective user determines the suitability of our material and suggestions before adopting them on a commercial scale.

Form 284-11



MORTON SALT, INC.

123 North Wacker Drive, Chicago, IL 60606-1743 www.mortonsalt.com

Water Conditioning

| Pack Size | 40 lb. bag | 50 lb. bag | 60 lb. bag |
|-----------------------------------|--------------------------------|------------------|-----------------|
| Contents | Salt | | |
| Packaging | Printed white polyethylene bag | | |
| Commodity Code | F139830000 | F139800000 | F139880000 |
| UPC Item Code | 0 24600 03983 3 | 0 24600 03980 2 | 0 24600 03988 8 |
| Net Weight (lb.) | 40 | 50 | 60 |
| Gross Weight (lb.) | 40.3 | 50.5 | 60.4 |
| Bag Cube (ft ³) | 0.6 | 0.71 | 1.0 |
| Bag Dimensions L x W x H (in.) | 20.25 x 13.75 x 3.75 | 21.5 x 14.25 x 4 | 24 x 17 x 4.25 |
| Pallet Count | 63 | 49 | 40 |
| Pallet Pattern | 9 tiers of 7 | 7 tiers of 7 | 8 tiers of 5 |
| Pallet Weight* (lb.) | 2606 | 2545 | 2486 |
| Pallet Cube (ft ³) | 46 | 42.5 | 44.4 |

* includes 48" x 40" standard wood pallet@ 70 lbs.

MORTON SALT, INC.

State of Florida

Department of State

I certify from the records of this office that MORTON SALT, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on August 4, 2010.

The document number of this corporation is F10000003525.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on March 9, 2016, 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 Fifteenth day of June, 2016*



Ken DeFina
Secretary of State

Tracking Number: CU8585647912

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

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

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MORTON SALT, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTEENTH DAY OF JUNE, A.D. 2016.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "MORTON SALT, INC." WAS INCORPORATED ON THE THIRTIETH DAY OF JULY, A.D. 2010.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



4843561 8300

SR# 20164472676

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

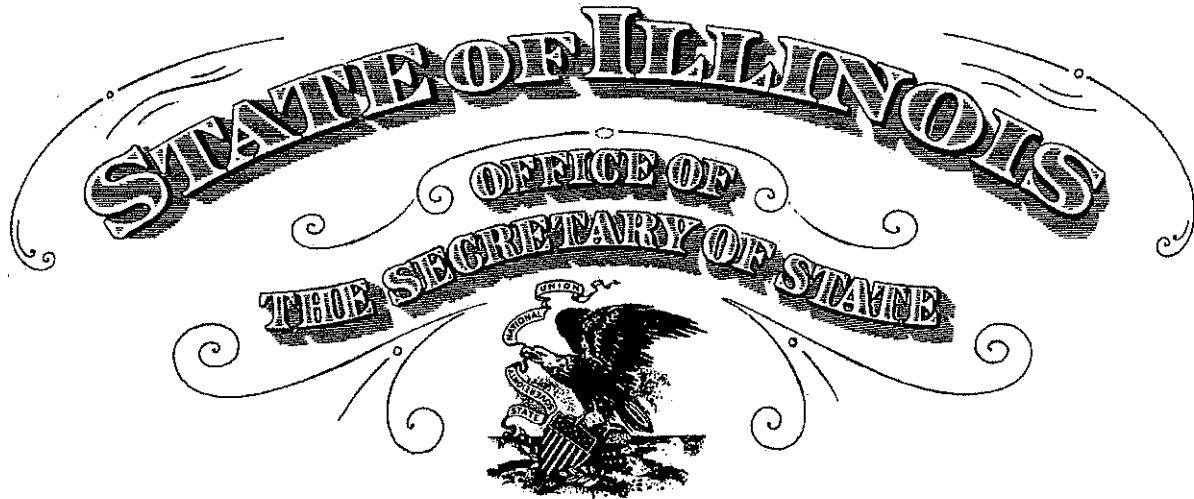
Jeffrey W. Bullock, Secretary of State

Authentication: 202495881

Date: 06-15-16

File Number

6724-732-9



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

MORTON SALT, INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANACT BUSINESS IN THIS STATE ON AUGUST 25, 2010, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 15TH day of JUNE A.D. 2016 .

Jesse White

SECRETARY OF STATE

Authentication #: 1616702028 verifiable until 06/15/2017

Authenticate at: <http://www.cyberdriveillinois.com>

MORTON SALT, INC.

Safety Data Sheet

Section 1: Identification of the Substance/Mixture and of the Company/Undertaking

1.1 Product identifier

Product Name

• Common Salt without Additives

Synonyms

- All Purpose Natural Sea Salt
- All Purpose Purex Salt
- Bunny Spool (Plain Salt)
- California Pure Coarse Sea Salt
- California Pure Fine Sea Salt
- California Pure Medium Sea Salt
- Canning & Pickling Salt
- Commercial Grade, Water Softening Pellets
- Culinox 999 Chemical Grade Salt
- Culinox 999 Fine Salt
- Culinox 999 Food Grade Salt;
- Evaporated Granulated Salt
- Evaporated Salt Pellets
- Feed Mixing Salt
- Northern Rock, F & R
- Fine Mixing Salt
- Hi-Purity Super Soft Salt Extra Coarse Crystals
- H.G. Blending Salt
- Hay & Stock Salt, F&R
- Industrial Crude Solar Salt
- ISCO Crystals, Bulk
- ISCO Medium, Bulk
- ISCO Water Conditioning, Bulk
- KD Crude Solar Salt
- KD Industrial Salt
- Klear Fine Salt
- Klear Granulated Salt
- Mill Run Salt
- Natural Coarse Sea Salt
- Northern Fine +20 Rock Salt
- Plain Salt Block
- Plain Salt Brick
- Pool Salt
- Premium Salt Pellets
- Professional's Choice Pool Salt
- PureSun Culinary Crystals
- Purex Salt
- Purex Select Salt
- Reagent Grade Sodium Chloride
- Refined Sea Salt
- Rock Pretzel Salt
- Rock Salt for Making Ice Cream
- Safe-T-Salt (bagged w/o YPS)
- Sea Salt Grinder
- Sea Salt Grinder Refill
- Select Extra Coarse Rock Salt
- Service Pack Salt (all)
- Ship n' Shore Rock Salt
- Solar Salt Water Softening Crystals
- Stock Salt
- USP Sodium Chloride
- Valu-Soft Solar Salt
- Water Softening Salt (Undried) Coarse
- Water Softening Salt (Undried) Extra Coarse
- White Crystal Brine Block (50 lb.)
- White Crystal Rock Salt (all)
- White Crystal Solar Salt (all)
- White Crystal Water Softening Solar Salt (all)

CAS Number • 7647-14-5

Product Code • MSDS Code: 100

1.2 Relevant identified uses of the substance or mixture and uses advised against

Relevant identified use(s) • Food, Chemical and Drug Processing; Pharmaceuticals; Water Conditioning; Ice Control; Chemical Feedstock
– see product data sheets for more information

1.3 Details of the supplier of the safety data sheet

Manufacturer • Morton Salt, Inc.
123 N. Wacker Drive
Chicago, IL 60606
United States

saltinfo@mortonsalt.com

Telephone • 312-807-2000
(General)

1.4 Emergency telephone number

Manufacturer • 312-807-2000

Section 2: Hazards Identification

EU/EEC

According to EU Directive 1272/2008 (CLP)/REACH 1907/2006 [amended by 453/2010]
According to EU Directive 67/548/EEC (DSD) or 1999/45/EC (DPD)

2.1 Classification of the substance or mixture

CLP • Classification criteria not met
DSD/DPD • Classification criteria not met

2.2 Label Elements

CLP
Hazard statements • No label element(s) specifically required
DSD/DPD
Risk phrases • No label element(s) specifically required

2.3 Other Hazards

CLP • According to Regulation (EC) No. 1272/2008 (CLP) this material is not considered hazardous.
DSD/DPD • This product is not considered dangerous under the European Directive 67/548/EEC

United States (US)

According to OSHA 29 CFR 1910.1200 HCS

2.1 Classification of the substance or mixture

OSHA HCS 2012 • Classification criteria not met

2.2 Label elements

OSHA HCS 2012
Hazard statements • No label element(s) specifically required

2.3 Other hazards

OSHA HCS 2012 • This product is not considered hazardous under the U.S. OSHA 29 CFR 1910.1200 Hazard Communication Standard.

Canada

According to WHMIS

2.1 Classification of the substance or mixture

WHMIS • Classification criteria not met

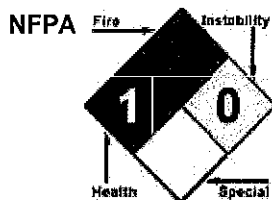
2.2 Label elements

WHMIS • No label element(s) specifically required

2.3 Other hazards

WHMIS • In Canada, the product mentioned above is not considered hazardous under the Workplace Hazardous Materials Information System (WHMIS).

2.4 Other information



See Section 12 for Ecological Information.

Section 3 - Composition/Information on Ingredients

3.1 Substances

| Non-Hazardous Components | | | | | |
|--------------------------|--------------------------------------|-----------|---|--|---|
| Chemical Name | Identifiers | %(weight) | LD50/LC50 | Classifications According to Regulation/Directive | Comments |
| Sodium chloride | CAS:7647-14-5 EC Number:231-598-3 | > 99% | Ingestion/Oral-Rat LD50 • 3000 mg/kg | EU DSD/DPD: Not Classified - Criteria not met EU CLP: Not Classified - Criteria not met OSHA HCS 2012: Not Classified - Criteria not met | May contain small quantities of naturally occurring calcium and magnesium salts |

3.2 Mixtures

- Material does not meet the criteria of a mixture in accordance with Regulation (EC) No 1272/2008.

See Section 11 for Toxicological Information.

Section 4 - First Aid Measures

4.1 Description of first aid measures

- Inhalation** • Move victim to fresh air. Administer oxygen if breathing is difficult. Give artificial respiration if victim is not breathing.
- Skin** • IF ON SKIN: Wash with plenty of soap and water. If skin irritation occurs: Get medical advice/attention.
- Eye** • In case of contact with substance, immediately flush eyes with running water for at least 20 minutes. If eye irritation persists: Get medical advice/attention.
- Ingestion** • If large quantities are swallowed, call a physician immediately.

4.2 Most important symptoms and effects, both acute and delayed

- Refer to Section 11 - Toxicological Information.

4.3 Indication of any immediate medical attention and special treatment needed

- Notes to Physician** • All treatments should be based on observed signs and symptoms of distress in the patient. Consideration should be given to the possibility that overexposure to materials other than this product may have occurred.

Section 5 - Firefighting Measures

5.1 Extinguishing media

- Suitable Extinguishing Media** • Material is non-combustible. In case of fire use media as appropriate for surrounding fire.
- Unsuitable Extinguishing Media** • No data available.

5.2 Special hazards arising from the substance or mixture

- Unusual Fire and Explosion Hazards** • No unusual fire or explosion hazards known.
- Hazardous Combustion Products** • No data available

5.3 Advice for firefighters

- Structural firefighters' protective clothing will only provide limited protection. Wear positive pressure self-contained breathing apparatus (SCBA).

Section 6 - Accidental Release Measures

6.1 Personal precautions, protective equipment and emergency procedures

- Personal Precautions** • Wear suitable protective clothing, gloves, and eye/face protection.
- Emergency Procedures** • Stop leak if you can do it without risk. Keep unauthorized personnel away. Use normal clean up procedures.

6.2 Environmental precautions

- None expected to be necessary if material is used under ordinary conditions and as recommended.

6.3 Methods and material for containment and cleaning up

- Containment/Clean-up Measures** • Carefully shovel or sweep up spilled material and place in suitable container.

6.4 Reference to other sections

- Refer to Section 8 - Exposure Controls/Personal Protection and Section 13 - Disposal Considerations.

Section 7 - Handling and Storage

7.1 Precautions for safe handling

- Handling** • Use good safety and industrial hygiene practices. Wash thoroughly after handling. Keep out of reach of children.

7.2 Conditions for safe storage, including any incompatibilities

- Storage** • Avoid storage with strong acids and strong oxidizing agents.
- Incompatible Materials or Ignition Sources** • Strong oxidizing agents, strong acids.

7.3 Specific end use(s)

- Refer to Section 1.2 - Relevant identified uses.

Section 8 - Exposure Controls/Personal Protection

8.1 Control parameters

- Exposure Limits/Guidelines** • No applicable exposure limits available for product or components.

8.2 Exposure controls

Engineering Measures/Controls • Adequate ventilation systems as needed to control concentrations of airborne contaminants below applicable threshold limit values.

Personal Protective Equipment

Pictograms



Respiratory

• In case of insufficient ventilation, wear suitable respiratory equipment.

Eye/Face

• Wear safety glasses.

Skin/Body

• Wear appropriate gloves.

General Industrial Hygiene Considerations

• Do not get in eyes or on skin or clothing. Handle in accordance with good industrial hygiene and safety practice.

Environmental Exposure Controls

• Follow best practice for site management and disposal of waste.

Section 9 - Physical and Chemical Properties

9.1 Information on Physical and Chemical Properties

| Material Description | | | |
|-------------------------------------|------------------------------------|------------------------|--|
| Physical Form | Solid | Appearance/Description | Colorless to white crystalline or compressed block/pellet. |
| Color | Colorless to White. | Odor | Odorless |
| Particulate Type | Dust Crystalline | Particulate Size | Variable |
| Odor Threshold | Data lacking | | |
| General Properties | | | |
| Boiling Point | 1413 to 1461 C(2575.4 to 2661.8 F) | Melting Point | 801 C(1473.8 F) |
| Decomposition Temperature | Data lacking | pH | 7 Approximately |
| Specific Gravity/Relative Density | 2.165 Water=1 | Bulk Density | Variable |
| Water Solubility | Soluble 0.36 g/cc @ 20 C(68 F) | Viscosity | Not relevant |
| Explosive Properties | Not relevant. | Oxidizing Properties: | Not relevant. |
| Volatility | | | |
| Vapor Pressure | Not relevant | Vapor Density | Not relevant |
| Evaporation Rate | Not relevant | | |
| Flammability | | | |
| Flash Point | Not relevant | UEL | Not relevant |
| LEL | Not relevant | Autoignition | Not relevant |
| Flammability (solid, gas) | Not flammable. | | |
| Environmental | | | |
| Octanol/Water Partition coefficient | Not relevant | | |

9.2 Other Information

• No additional physical and chemical parameters noted.

Section 10: Stability and Reactivity

10.1 Reactivity

• No dangerous reaction known under conditions of normal use.

10.2 Chemical stability

- Stable

10.3 Possibility of hazardous reactions

- Hazardous polymerization will not occur.

10.4 Conditions to avoid

- Incompatible materials.

10.5 Incompatible materials

- Strong oxidizing agents, strong acids.

10.6 Hazardous decomposition products

- Will react with strong acids to generate hydrogen chloride and with strong oxidizing agents to generate chlorine gas.

Section 11 - Toxicological Information

11.1 Information on toxicological effects

| Component Name | CAS | Data |
|-------------------------------|-----------|---|
| Sodium chloride (> 99%) | 7647-14-5 | Acute Toxicity: orl-rat LD50:3000 mg/kg |
| GHS Properties | | Classification |
| Acute toxicity | | EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met |
| Aspiration Hazard | | EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met |
| Carcinogenicity | | EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met |
| Germ Cell Mutagenicity | | EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met |
| Skin corrosion/Irritation | | EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met |
| Skin sensitization | | EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met |
| STOT-RE | | EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met |
| STOT-SE | | EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met |
| Toxicity for Reproduction | | EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met |
| Respiratory sensitization | | EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met |
| Serious eye damage/Irritation | | EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met |

Potential Health Effects

Inhalation

Acute (Immediate)

- Under normal conditions of use, no health effects are expected. Inhalation of dust may cause mild irritation to mucous membranes, nose and throat. Symptoms may include coughing, dryness and sore throat.

Chronic (Delayed)

- No data available.

Skin

Acute

- Under normal conditions of use, no health effects are expected.

(Immediate)

Chronic (Delayed) • No data available.

Eye

Acute (Immediate) • Based upon practical use and experience using this product eye irritation is not expected to occur.

Chronic (Delayed) • No data available.

Ingestion

Acute (Immediate) • Ingestion may cause the following symptoms - diarrhea.

Chronic (Delayed) • No data available.

Key to abbreviations
LD = Lethal Dose

Section 12 - Ecological Information

12.1 Toxicity

• Material data lacking.

12.2 Persistence and degradability

• Material data lacking.

12.3 Bioaccumulative potential

• Material data lacking.

12.4 Mobility in Soil

• Material data lacking.

12.5 Results of PBT and vPvB assessment

• No PBT and vPvB assessment has been conducted.

12.6 Other adverse effects

• No studies have been found.

Section 13 - Disposal Considerations

13.1 Waste treatment methods

Product waste • Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Packaging waste • Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Section 14 - Transport Information

| | 14.1 UN number | 14.2 UN proper shipping name | 14.3 Transport hazard class(es) | 14.4 Packing group | 14.5 Environmental hazards |
|----------|----------------|------------------------------|---------------------------------|--------------------|----------------------------|
| DOT | NDA | Not regulated | NDA | NDA | NDA |
| TDG | NDA | Not regulated | NDA | NDA | NDA |
| IMO/IMDG | NDA | Not regulated | NDA | NDA | NDA |

| | | | | | |
|-----------|-----|---------------|-----|-----|-----|
| IATA/ICAO | NDA | Not regulated | NDA | NDA | NDA |
|-----------|-----|---------------|-----|-----|-----|

14.6 Special precautions for user • None known.

14.7 Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code • Not relevant.

Section 15 - Regulatory Information

15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture

SARA Hazard Classifications • None

| State Right To Know | | | | |
|---------------------|-----------|----|----|----|
| Component | CAS | MA | NJ | PA |
| Sodium chloride | 7647-14-5 | No | No | No |

| Inventory | | | | | | |
|-----------------|-----------|------------|-------------|-------|-----------|-----------|
| Component | CAS | Canada DSL | Canada NDSL | China | EU EINECS | EU ELNICS |
| Sodium chloride | 7647-14-5 | Yes | No | Yes | Yes | No |

| Inventory (Con't.) | | | | |
|--------------------|-----------|------------|------------|------|
| Component | CAS | Japan ENCS | Korea KECL | TSCA |
| Sodium chloride | 7647-14-5 | Yes | Yes | Yes |

Canada

Labor

Canada - WHMIS - Classifications of Substances

•Sodium chloride 7647-14-5 > 99% Uncontrolled product according to WHMIS classification criteria

Canada - WHMIS - Ingredient Disclosure List

•Sodium chloride 7647-14-5 > 99% Not Listed

Environment

Canada - CEPA - Priority Substances List

•Sodium chloride 7647-14-5 > 99% Not Listed

Europe

Other

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Classification

•Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Concentration Limits

•Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Labelling

•Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Notes - Substances and Preparations

•Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Safety Phrases

•Sodium chloride 7647-14-5 > 99% Not Listed

Mexico

Other

Mexico - Hazard Classifications

•Sodium chloride 7647-14-5 > 99% Not Listed

Mexico - Regulated Substances

•Sodium chloride 7647-14-5 > 99% Not Listed

United States

Labor

U.S. - OSHA - Process Safety Management - Highly Hazardous Chemicals

- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - OSHA - Specifically Regulated Chemicals**
- Sodium chloride 7647-14-5 > 99% Not Listed

Environment

- U.S. - CAA (Clean Air Act) - 1990 Hazardous Air Pollutants**
- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - CERCLA/SARA - Hazardous Substances and their Reportable Quantities**
- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - CERCLA/SARA - Radionuclides and Their Reportable Quantities**
- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances EPCRA RQs**
- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances TPQs**
- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - CERCLA/SARA - Section 313 - Emission Reporting**
- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - CERCLA/SARA - Section 313 - PBT Chemical Listing**
- Sodium chloride 7647-14-5 > 99% Not Listed

United States - California

Environment

- U.S. - California - Proposition 65 - Carcinogens List**
- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - California - Proposition 65 - Developmental Toxicity**
- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - California - Proposition 65 - Maximum Allowable Dose Levels (MADL)**
- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - California - Proposition 65 - No Significant Risk Levels (NSRL)**
- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - California - Proposition 65 - Reproductive Toxicity - Female**
- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - California - Proposition 65 - Reproductive Toxicity - Male**
- Sodium chloride 7647-14-5 > 99% Not Listed

United States - Pennsylvania

Labor

- U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List**
- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances**
- Sodium chloride 7647-14-5 > 99% Not Listed

United States - Rhode Island

Labor

- U.S. - Rhode Island - Hazardous Substance List**
- Sodium chloride 7647-14-5 > 99% Not Listed

15.2 Chemical Safety Assessment

- No Chemical Safety Assessment has been carried out.

Section 16 - Other Information

Last Revision Date • 17/November/2015

Preparation Date • 17/November/2015

Disclaimer/Statement of Liability • The responsibility to provide a safe workplace remains with the user. The user should consider the health hazards and safety information contained herein as a guide and should take those precautions required in an individual operation to instruct employees and develop work practice

procedures for a safe work environment. The information contained herein is, to the best of our knowledge and belief, accurate. However, since the conditions of handling and use are beyond our control, we make no guarantee of results, and assume no liability for damages incurred by use of this material. It is the responsibility of the user to comply with all applicable federal, state, and local laws and regulations. Nothing contained herein is to be construed as a recommendation for use in violation of any patents or of applicable laws or regulations.

Key to abbreviations

NDA = No data available



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, March 02, 2017** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=0D950&Standard=060&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Morton Salt, Inc.

123 North Wacker Drive
Chicago, IL 60606-1743
United States
312-807-2000

Facility : 0111 Glendale, AZ

Sodium Chloride[1]

Trade Designation

| | <i>Product Function</i> | <i>Max Use</i> |
|--|-------------------------|----------------|
| Bulk White Crystal Solar Salt[2] | Other | NA |
| Bulk w/Crystal Crse. Sol. Salt[2] | Other | NA |
| Commercial Grade Pool Salt[2] | Other | NA |
| Fine Solar Salt[2] | Other | NA |
| Morton® Clean And Protect Water Softener Pellet[2] | Other | NA |
| Morton® Clean and Protect + Rust Defense | Other | NA |
| Morton® Commercial Grade Water Softening Pellets[2] | Other | NA |
| Morton® Patented Formula System Saver® II Water Softening Pellets[2] | Other | NA |
| Morton® Pure and Natural Water Softener Crystals[2] | Other | NA |
| Morton® Rust Remover Water Softening Pellets[2] | Other | NA |
| Morton® System Saver® II Patented Water Softening Pellets[2] | Other | NA |
| Packaged Solar Salt Water Softening Crystals[2] | Other | NA |
| Pool Salt[2] | Other | NA |
| Professional's Choice Pool Salt[2] | Other | NA |
| White Crystal Solar Salt[2] | Other | NA |
| White Crystal Water Softening Solar Salt[2] | Other | NA |

[1] Certified for use in softener resin regeneration.

[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.

Facility : 0105 Newark, CA

Sodium Chloride[1] [2] [CL]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|---|-------------------------|----------------|
| Bulk Culinox® 999 Food Grade Salt | Other | NA |
| Morton® Bulk Industrial Crude Solar Salt | Other | NA |
| Morton® Clean And Protect Water Softener Pellet | Other | NA |
| Morton® Commercial Grade Water Softening Pellets | Other | NA |
| Morton® Culinox® 999® Food Grade Salt | Other | NA |
| Morton® Patented Formula System Saver® II Water Softening Pellets | Other | NA |
| Morton® Pure and Natural Water Softener Crystals | Other | NA |
| Morton® Rust Remover Water Softening Pellets | Other | NA |
| Morton® System Saver® II Patented Water Softening Pellets | Other | NA |
| Morton® White Crystal® Solar Salt | Other | NA |
| Morton® White Crystal® Water Conditioning Solar Salt | Other | NA |

[1] Certified for use in softener resin regeneration.

[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.

[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.

Facility : Long Beach, CA

Sodium Chloride[1] [2] [CL]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--|-------------------------|----------------|
| Bulk KD Industrial Salt | Other | NA |
| Bulk Solar Industrial Crude Salt | Other | NA |
| Bulk Solar Kiln Dried Mill Run Salt | Other | NA |
| Bulk Solar Undried Salt | Other | NA |
| Bulk Solar White Crystal Salt | Other | NA |
| Commercial Grade Pool Salt | Other | NA |
| Morton® Pure and Natural Water Softener Crystals | Other | NA |
| Packaged KD Dried Mill Salt | Other | NA |
| Packaged Pool Salt | Other | NA |
| Packaged Professional Choice Pool Salt | Other | NA |
| Packaged Solar Salt Water Softening Crystals | Other | NA |
| Packaged Solar Water Softening Salt | Other | NA |

| | | |
|--|-------|----|
| Packaged Solar White Crystal Coarse Salt | Other | NA |
| Packaged Solar White Crystal Extra Coarse Salt | Other | NA |
| Packaged Water Softening Salt Coarse | Other | NA |
| Packaged Water Softening Salt Extra Coarse | Other | NA |
| Tote KD Mill Run Salt | Other | NA |
| Tote Solar WC Salt | Other | NA |
| Tote Solar Water Softening Coarse | Other | NA |

- [1] Certified for use in the electrochlorination process for on-site disinfectant generators as well as softener resin regeneration.
- [2] For electrolytic sodium hypochlorite generator use of this product, the maximum disinfectant feed concentration shall not exceed 4.5 mg Cl₂/L. This requirement limits bromate production in the effluent sodium hypochlorite and is based on the bromide concentration in the salt.
- [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.

Facility : Cape Canaveral, FL

Sodium Chloride[1]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--|-------------------------|----------------|
| Bulk Industrial Crude Solar Salt[2] | Other | NA |
| Commercial Grade Pool Salt[2] | Other | NA |
| Morton® Clean And Protect Water Softener Pellet[2] | Other | NA |
| Morton® Clean and Protect + Rust Defense | Other | NA |
| Morton® Commercial Grade Water Softening Pellets[2] | Other | NA |
| Morton® Patented Formula System Saver® II Water Softening Pellets[2] | Other | NA |
| Morton® Pure and Natural Water Softener Crystals[2] | Other | NA |
| Morton® Rust Remover Pellets®[2] | Other | NA |
| Morton® Rust Remover Water Softening Pellets[2] | Other | NA |
| Morton® System Saver® II Patented Water Softening Pellets[2] | Other | NA |
| Packaged Solar Salt Water Softening Crystals[2] | Other | NA |
| Pool Salt[2] | Other | NA |
| Professional's Choice Pool Salt[2] | Other | NA |
| White Crystal® Coarse Solar Salt[2] | Other | NA |
| White Crystal® Water Softener Salt[2] | Other | NA |

- [1] Certified for use in the electrochlorination process for on-site disinfectant generators as well as softener resin regeneration.
- [2] For electrolytic sodium hypochlorite generator use of this product, the maximum disinfectant feed concentration shall not exceed 2.8 mg Cl₂/L. This requirement limits bromate production in the effluent sodium hypochlorite and is based on the bromide concentration in the salt.

Facility : Distribution Center - Jacksonville, FL

Sodium Chloride[1] [2]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|-------------------------|----------------|
| Bulk Rock Salt NOC 17F | Softener Other | NA |

- [1] Certified for use in the electrochlorination process for on-site disinfection generators as well as softener resin regeneration.
- [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.

Facility : Distribution Center - Brunswick, GA

Sodium Chloride[1] [2]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--|----------------------------|----------------|
| Morton® Bulk Industrial Crude Solar Salt | Coagulation & Flocculation | NA |

- [1] Certified for use in the electrochlorination for on-site disinfectant generators as well as softener resin regeneration.
- [2] For electrolytic sodium hypochlorite generator use of this product, the maximum disinfectant feed concentration shall not exceed 3.5 mg Cl₂/L. This requirement limits bromate production in the effluent sodium hypochlorite and is based on the bromide concentration in the salt.

Facility : Distribution Center - Peoria, IL

Sodium Chloride[1] [2]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|---|-------------------------|----------------|
| Bulk White Crys Extra Coarse Sou Salt | Other | NA |
| Bulk Wht Crystal Coarse Salt | Other | NA |
| Morton® Bulk White Crystal Coarse Rock Salt | Other | NA |
| Morton® Bulk White Crystal Extra Coarse Rock Salt | Other | NA |

- [1] Certified for use in the electrochlorination process for on-site disinfectant generators as well as softener resin regeneration.
- [2] For electrolytic sodium hypochlorite generator use of this product, the maximum disinfectant feed concentration shall not exceed 6.6 mg Cl₂/L. This requirement limits bromate production in the effluent sodium hypochlorite and is based on the bromide concentration in the salt.

Facility : 0102 Hutchinson, KS**Sodium Chloride**[1]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--|-------------------------|----------------|
| Bulk Culinox® 999 Food Grade Salt[2] | Other | NA |
| Morton® Clean And Protect Water Softener Pellet[2] | Other | NA |
| Morton® Clean and Protect + Rust Defense | Other | NA |
| Morton® Commercial Grade Water Softening Pellets[2] | Other | NA |
| Morton® Culinox® 999® Food Grade Salt[2] | Other | NA |
| Morton® Patented Formula System Saver® II Water Softening Pellets[2] | Other | NA |
| Morton® Pure and Natural Water Softener Crystals[2] | Other | NA |
| Morton® Rust Remover Pellets®[2] | Other | NA |
| Morton® Rust Remover Water Softening Pellets[2] | Other | NA |
| Morton® System Saver® II Patented Water Softening Pellets[2] | Other | NA |

[1] Certified for water softener resin regeneration.

[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.

Facility : Weeks Island, LA**Sodium Chloride**[1] [2]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|---|-------------------------|----------------|
| Bulk Rock WC Extra Coarse Southern | Other | NA |
| Bulk Rock White Crystal Coarse Southern | Other | NA |

[1] Certified for use in the electrochlorination process for on-site disinfectant generators as well as softener resin regeneration.

[2] For electrolytic sodium hypochlorite generator use of this product, the maximum disinfectant feed concentration shall not exceed 8.2 mg Cl₂/L. This requirement limits bromate production in the effluent sodium hypochlorite and is based on the bromide concentration in the salt.

NOTE: Only Listed products bearing the NSF Mark are NSF Certified.

Facility : Manistee, MI**Sodium Chloride**[1] NOTE:

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|-------------------------|----------------|
|--------------------------|-------------------------|----------------|

| | | |
|--|-------|----|
| Commercial Grade Pool Salt[2] | Other | NA |
| Morton® All Purpose Purex® Salt[2] | Other | NA |
| Morton® Clean And Protect Water Softener Pellet[2] | Other | NA |
| Morton® Clean and Protect + Rust Defense | Other | NA |
| Morton® Commercial Grade Water Softening Pellets[2] | Other | NA |
| Morton® Patented Formula System Saver® II Water Softening Pellets[2] | Other | NA |
| Morton® Purex® Salt[2] | Other | NA |
| Morton® Rust Remover Water Softening Pellets[2] | Other | NA |
| Morton® Rust Remover® Pellets[2] | Other | NA |
| Morton® System Saver® II Patented Water Softening Pellets[2] | Other | NA |
| Professional's Choice Pool Salt[2] | Other | NA |
| Windsor® System Saver® II Pellets[2] | Other | NA |

[1] Certified for water softener resin generation.

[2] For electrolytic sodium hypochlorite generator use of this product, the maximum disinfectant feed concentration shall not exceed 8.1 mg Cl₂/L. This requirement limits bromate production in the effluent sodium hypochlorite and is based on the bromide concentration in the salt.

NOTE: All Listed products from this facility are NSF Certified, whether or not they bear the NSF Mark.

Facility : St. Paul, MN

Sodium Chloride[1] [2]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--|-------------------------|----------------|
| Bulk White Crystal Coarse Southern Rock Salt | Other | NA |
| Bulk White Crystal Extra Coarse Southern Rock Salt | Other | NA |
| Bulk White Crystal Southern Rock Salt | Other | NA |
| Bulk Wht Crys Extra Coarse Sou | Other | NA |
| Bulk Wht Crystal Coarse Salt-Sou | Other | NA |

[1] Certified for use in the electrochlorination process for on-site disinfectant generators as well as softener resin regeneration.

[2] For electrolytic sodium hypochlorite generator use of this product, the maximum disinfectant feed concentration shall not exceed 7.1 mg Cl₂/L. This requirement limits bromate production in the effluent sodium hypochlorite and is based on the bromide concentration in the salt.

Facility : Silver Springs, NY

Sodium Chloride[1]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|-------------------------------|-------------------------|----------------|
| Commercial Grade Pool Salt[2] | Other | NA |
| Morton® 999 Salt[2] | Other | NA |

| | | |
|--|-------|----|
| Morton® All Purpose Purex® Salt[2] | Other | NA |
| Morton® Clean And Protect Water Softener Pellet[2] | Other | NA |
| Morton® Clean and Protect + Rust Defense | Other | NA |
| Morton® Commercial Grade Water Softening Pellets[2] | Other | NA |
| Morton® Culinox® 999® Food Grade Salt[2] | Other | NA |
| Morton® Patented Formula System Saver® II Water Softening Pellets[2] | Other | NA |
| Morton® Purex® Salt[2] | Other | NA |
| Morton® Rust Remover Water Softening Pellets[2] | Other | NA |
| Morton® Rust Remover® Pellets[2] | Other | NA |
| Morton® System Saver® II Patented Water Softening Pellets[2] | Other | NA |
| Professional's Choice Pool Salt[2] | Other | NA |

[1] Certified for use in softener resin regeneration.

[2] For electrolytic sodium hypochlorite generator use of this product, the maximum disinfectant feed concentration shall not exceed 2.3 mg Cl₂/L. This requirement limits bromate production in the effluent sodium hypochlorite and is based on the bromide concentration in the salt.

Facility : Distribution Center - Cincinnati, OH

Sodium Chloride[1] [2]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--|-------------------------|----------------|
| Bulk Screen Medium Sou | Other | NA |
| Bulk Screened Medium Southern Rock Salt | Other | NA |
| Bulk White Crys Medium Sou | Other | NA |
| Bulk White Crystal Coarse Southern Rock Salt | Other | NA |
| Bulk White Crystal Extra Coarse Southern Rock Salt | Other | NA |
| Bulk White Crystal Medium Southern Rock Salt | Other | NA |
| Bulk White Crystal Southern Rock Salt | Other | NA |
| Bulk Wht Crys Extra Coarse Sou | Other | NA |
| Bulk Wht Crystal Coarse Salt-Sou | Other | NA |

[1] Certified for use in the electrochlorination process for on-site disinfectant generators as well as softener resin regeneration.

[2] For electrolytic sodium hypochlorite generator use of this product, the maximum disinfectant feed concentration shall not exceed 8.2 mg Cl₂/L. This requirement limits bromate production in the effluent sodium hypochlorite and is based on the bromide concentration in the salt.

Facility : Rittman, OH

Sodium Chloride[1]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|----------------------------|-------------------------|----------------|
| All Purpose Purex® Salt[2] | Other | NA |

| | | |
|--|-------|----|
| Commercial Grade Pool Salt[2] | Other | NA |
| Culinox® 999® Food Grade Salt[2] | Other | NA |
| Morton® Clean And Protect Water Softener Pellet[2] | Other | NA |
| Morton® Clean and Protect + Rust Defense | Other | NA |
| Morton® Commercial Grade Water Softening Pellets[2] | Other | NA |
| Morton® Patented Formula System Saver® II Water Softening Pellets[2] | Other | NA |
| Morton® Rust Remover Pellets®[2] | Other | NA |
| Morton® Rust Remover Water Softening Pellets[2] | Other | NA |
| Morton® System Saver® II Patented Water Softening Pellets[2] | Other | NA |
| Professional's Choice Pool Salt[2] | Other | NA |
| Purex® Salt[2] | Other | NA |

[1] Certified for use in softener resin regeneration.

[2] For electrolytic sodium hypochlorite generator use of this product, the maximum disinfectant feed concentration shall not exceed 3.1 mg Cl₂/L. This requirement limits bromate production in the effluent sodium hypochlorite and is based on the bromide concentration in the salt.

Facility : Distribution Center - Monaca, PA

Sodium Chloride[1] [2]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--|-------------------------|----------------|
| Bulk White Crystal Course Southern Rock Salt | Other | NA |
| Bulk White Crystal Southern Rock Salt | Other | NA |
| Bulk Wht Crystal Coarse Salt-Sou | Other | NA |

[1] Certified for use in the electrochlorination process for on-site disinfectant generators as well as softener resin regeneration.

[2] For electrolytic sodium hypochlorite generator use of this product, the maximum disinfectant feed concentration shall not exceed 8.2 mg Cl₂/L. This requirement limits bromate production in the effluent sodium hypochlorite and is based on the bromide concentration in the salt.

Facility : Fairless Hills, PA

Sodium Chloride[1] [2]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|------------------------------------|-------------------------|----------------|
| Bulk Solar Industrial Crude Salt | Other | NA |
| | Softener | |
| Bulk Solar White Crystal Coarse | Other | NA |
| | Softener | |
| Morton® Commercial Grade Pool Salt | Other | NA |
| | Softener | |
| Morton® Pool Salt | | NA |

| | | |
|--|----------|----|
| | Other | |
| | Softener | |
| Morton® Professional's Choice Pool Salt | Other | NA |
| | Softener | |
| Morton® Pure and Natural Water Softener Crystals | Other | NA |
| | Softener | |

- [1] Certified for use in electrochlorination process for on-site disinfectant generators as well as softener resin regeneration.
- [2] For electrolytic sodium hypochlorite generator use of this product, the maximum disinfectant feed concentration shall not exceed 2.8 mg Cl₂/L. This requirement limits bromate production in the effluent sodium hypochlorite and is based on the bromide concentration in the salt.

Facility : Grand Saline, TX

Sodium Chloride[1]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--|-------------------------|----------------|
| Culinox® 999 Food Grade Salt[2] | Other | NA |
| Morton® Bulk Purex Salt[2] | Other | NA |
| Morton® Clean And Protect Water Softener Pellet[2] | Other | NA |
| Morton® Clean and Protect + Rust Defense | Other | NA |
| Morton® Commercial Grade Water Softening Pellets[2] | Other | NA |
| Morton® Patented Formula System Saver® II Water Softening Pellets[2] | Other | NA |
| Morton® Pure and Natural Water Softener Crystals[2] | Other | NA |
| Morton® Rust Remover Pellets®[2] | Other | NA |
| Morton® Rust Remover Water Softening Pellets[2] | Other | NA |
| Morton® System Saver® II Patented Water Softening Pellets[2] | Other | NA |
| White Crystal Coarse Rock Salt[2] | Other | NA |

- [1] Certified for use in softener resin regeneration.
- [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.

Facility : Grantsville, UT

Sodium Chloride[1]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--|-------------------------|----------------|
| Bulk Industrial Crude Salt[2] | Other | NAmg/L |
| Commercial Grade Pool Salt[2] | Other | NA |
| Fine Solar Salt[2] | Other | NAmg/L |
| Morton® Clean And Protect Water Softener Pellet[2] | Other | NA |

| | | |
|--|-------|----|
| Morton® Clean and Protect + Rust Defense | Other | NA |
| Morton® Commercial Grade Water Softening Pellets[2] | Other | NA |
| Morton® Patented Formula System Saver® II Water Softening Pellets[2] | Other | NA |
| Morton® Pure and Natural Water Softener Crystals[2] | Other | NA |
| Morton® Rust Remover Pellets®[2] | Other | NA |
| Morton® Rust Remover Water Softening Pellets[2] | Other | NA |
| Morton® System Saver® II Patented Water Softening Pellets[2] | Other | NA |
| Packaged Solar Salt Water Softening Crystals[2] | Other | NA |
| Pool Salt[2] | Other | NA |
| Professional's Choice Pool Salt[2] | Other | NA |
| White Crystal Solar Salt[2] | Other | NA |

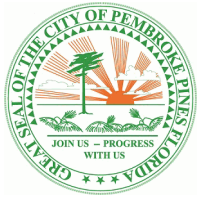
[1] Certified for use in softener resin regeneration.

[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.

Number of matching Manufacturers is 1

Number of matching Products is 165

Processing time was 0 seconds



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 10.

File ID: 17-0193

Type: Purchase

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 04/05/2017

Short Title: MOTION TO AUTHORIZE THE PURCHASE OF
SODIUM CHLORIDE (SOLAR SALT)

Final Action: 04/19/2017

Title: MOTION TO AUTHORIZE THE PURCHASE OF SODIUM CHLORIDE
(SOLAR SALT) ON AN AS NEEDED BASIS FROM MORTON SALT, INC.,
UTILIZING THE SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE
PURCHASING GROUP (CO-OP) BID # ITB 2017-024 FOR AN ESTIMATED
AMOUNT OF \$71,700 PER YEAR.

***Agenda Date:** 04/19/2017

Agenda Number: 10.

Internal Notes:

Attachments: 1. Contract Award 2017-024 Solar Salt (Bulk) Delivery and Supply

1 City Commission 04/19/2017 approve

Action Text: A motion was made to approve on the Consent Agenda

MOTION TO AUTHORIZE THE PURCHASE OF SODIUM CHLORIDE (SOLAR SALT) ON AN AS NEEDED BASIS FROM MORTON SALT, INC., UTILIZING THE SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE PURCHASING GROUP (CO-OP) BID # ITB 2017-024 FOR AN ESTIMATED AMOUNT OF \$71,700 PER YEAR.

SUMMARY EXPLANATION AND BACKGROUND:

1. On February 4, 2015, the City Commission adopted proposed resolution # 2015-R-03 to approve the agreement with Operations Management International, Inc. for the Operation, Maintenance and Management of the City Utility System and Customer Service, Meter Reading and Utility Billing Services.
2. As part of this agreement with Operations Management International, Inc., the City is responsible for providing chemicals for the operation of the Utilities Division.
3. The Utility Division uses the chemical, Sodium Chloride (Solar Salt), as part of the water treatment process conducted at the Water Treatment Plant.
4. On March 28, 2017, the City of Boca Raton as lead agency for the Southeast Florida Cooperative Purchasing Group (Co-Op) awarded Bid # 2017-024 "Solar Salt (Bulk) Delivery & Supply" to Morton Salt, Inc. with a unit price per ton delivered of \$119.50 for a one year period commencing on May 31, 2017 and terminating on May 30, 2018 with the option to renew for three (3) additional one year periods.
5. The City of Pembroke Pines uses approximately 600 tons of Sodium Chloride per year at an estimated annual cost of \$71,700 per year (600 tons x \$119.50).
6. Recommend Commission to authorize the purchase of Sodium Chloride (Solar Salt) on an as needed basis from Morton Salt, Inc., utilizing the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) Bid # 2017-024 for an estimated amount of \$71,700 (600 tons x \$119.50) per year.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** Approximately \$23,900 from May 31, 2017 to September 30, 2017 or \$71,700 per year.
- b) **Amount budgeted for this item in Account No:** \$23,900 in account # 471-533-6031-52430 - Operating chemicals.
- c) **Source of funding for difference, if not fully budgeted:** Not applicable.
- d) **5 year projection of the operational cost of the project:** The agreement is for a one year period commencing on May 31, 2017 and terminating on May 30, 2018 with the option to renew for three (3) additional one year periods.

| | Current FY | Year 2 | Year 3 | Year 4 | Year 5 |
|--------------|------------|----------|--------|--------|--------|
| Revenues | \$0 | \$0 | \$0 | \$0 | \$0 |
| Expenditures | \$23,900 | \$47,800 | \$0 | \$0 | \$0 |

| | | | | | |
|----------|----------|----------|-----|-----|-----|
| Net Cost | \$23,900 | \$47,800 | \$0 | \$0 | \$0 |
|----------|----------|----------|-----|-----|-----|

e) Detail of additional staff requirements: Not Applicable.