

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**COUNCIL APPROVAL PROCUREMENT RECOMMENDATION**  
**TARGET AGENDA DATE:** May 27, 2025

**Subject:** Solar Salt (Bulk) Supply & Delivery

**Department:** Utility Services

**Procurement Method:** Sealed Bid

**Bid Number:** 2025-013-NP

**Bid Opening Date:** 4/14/2025

**Notices Issued** 116

**No-Bids** 2

**Responses** 2

**Scope:** This procurement provides the purchase of solar salt used in the wastewater treatment facility for the onsite production of sodium hypochlorite. Sodium hypochlorite is a disinfectant. This bid is for the Southeast Florida Governmental Purchasing Cooperative with the City of Boca Raton acting as the lead agency.

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

**Budget:** \$237,705 (Estimated Annual Usage)

Purchases will be made on an as needed basis (Indefinite Quantity) for each annual term, not to exceed the Department's budgeted funds, as approved or amended by the City Council each fiscal year.

**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 four (4) one-year renewals.

Name of Bidder	Total Bid
Morton Salt, Inc.	\$219,420
Odyssey Manufacturing Co	\$258,000

**Signature Approvals:**

Buyer/Sr. Buyer/Asst. PM:

**Neil Phillips** Digitally signed by Neil Phillips  
Date: 2025.05.08 11:04:33 -04'00'

Purchasing Manager:

**Ivelsa Guzman** Digitally signed by Ivelsa Guzman  
Date: 2025.05.08 11:09:26 -04'00'

OMB Director:

**Sharon McGuire** Digitally signed by Sharon McGuire  
Date: 2025.05.15 13:47:34 -04'00'

Deputy City Manager/CFO:

**James L. Zervis** Digitally signed by James L. Zervis  
Date: 2025.05.16 16:05:07 -04'00'



# CITY OF Boca Raton

PURCHASING DIVISION  
201 WEST PALMETTO PARK ROAD • BOCA RATON, FL 33432  
PHONE (561) 393-7871  
(FOR HEARING IMPAIRED) TDD (561) 367-7043  
[www.myboca.us](http://www.myboca.us)

May 27, 2025

Robert A. Persichetti, Senior Director of Sales, B2B  
Morton Salt, Inc.  
444 West Lake Street  
Suite 2900  
Chicago, IL 60606

Subject: Notification of Award of Bid No. 2025-013-NP  
Solar Salt (Bulk) Supply & Delivery

Dear Bob Persichetti:

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

The initial contract period will be from 5/31/2025 through 5/30/2026 and will automatically renew thereafter for four (4), one-year renewal periods as per Special Conditions Part V; Item No. 5.02 "Contract Period and Automatic Renewal".

Services from the City of Boca Raton will be placed throughout the contract period on an as needed basis via a purchase order. All terms, conditions, pricing and specifications for the above subject bid shall apply.

Throughout the contract, your firm is required to maintain insurance coverage in accordance with Special Condition Part IV. Valid insurance is currently on file in the City's Purchasing Division.

If you should have any questions, please do not hesitate to contact me by email at [nphillipa@bocaraton-fl.gov](mailto:nphillipa@bocaraton-fl.gov).

Sincerely,

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

Neil Phillips  
Senior Buyer

c: 2025-013-NP file

STAY CONNECTED   

- AN EQUAL OPPORTUNITY EMPLOYER -

<b>Event Number</b>	2025-013-NP Addendum 1	<b>Organization</b>	City of Boca Raton
<b>Event Title</b>	Solar Salt (Bulk) Supply & Delivery	<b>Workgroup</b>	City of Boca Raton
<b>Event Description</b>	Addendum 1 Issued 4/4/2025 to answer qu	<b>Event Owner</b>	Neil Phillips
<b>Event Type</b>	ITB	<b>Email</b>	nphillips@myboca.us
<b>Issue Date</b>	3/17/2025 02:00:02 PM (ET)	<b>Phone</b>	
<b>Close Date</b>	4/14/2025 03:00:00 PM (ET)	<b>Fax</b>	

<b>Responding Supplier</b>	<b>City</b>	<b>State</b>	<b>Response Submitted</b>	<b>Lines Responded</b>	<b>Response Total</b>
Morton Salt, Inc.	CHICAGO	IL	4/14/2025 10:02:59 AM (ET)	15	\$1,179,382.50
Odyssey Manufacturing Co	Tampa	FL	4/9/2025 02:57:46 PM (ET)	15	\$1,386,750.00

**Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.**

						Morton Salt, Inc.		Odyssey Manufacturing Co		
						Total Price	\$1,179,382.50	Total Price	\$1,386,750.00	
Line #	Description	Mfgr	Mfgno	QTY	UOM	Estimated	Unit	Extended	Unit	Extended
1	City of Boca Raton,WWTP			1200	Tons		<u>\$182.85</u>	\$219,420.00	\$215.00	\$258,000.00
1.1	Freight Charge Per Location				Per Ton		<u>\$44.84</u>		\$50.00	
1.2	Unit Price (product only)				Per Ton		<u>\$138.01</u>		\$165.00	
2	City of Davie,WWTP			600	Tons		<u>\$182.85</u>	\$109,710.00	\$215.00	\$129,000.00
2.1	Freight Charge Per Location				Per Ton		<u>\$44.84</u>		\$50.00	
2.2	Unit Price (product only)				Per Ton		<u>\$138.01</u>		\$165.00	
3	City of Lantana,WWTP			1200	Tons		<u>\$182.85</u>	\$219,420.00	\$215.00	\$258,000.00
3.1	Freight Charge Per Location				Per Ton		<u>\$44.84</u>		\$50.00	
3.2	Unit Price (product only)				Per Ton		<u>\$138.01</u>		\$165.00	
4	City of Margate WTP,WWTP			750	Tons		<u>\$182.85</u>	\$137,137.50	\$215.00	\$161,250.00
4.1	Freight Charge Per Location				Per Ton		<u>\$44.84</u>		\$50.00	
4.2	Unit Price (product only)				Per Ton		<u>\$138.01</u>		\$165.00	
5	City of Pembroke Pines			800	Tons		<u>\$182.85</u>	\$146,280.00	\$215.00	\$172,000.00
5.1	Freight Charge Per Location				Per Ton		<u>\$44.84</u>		\$50.00	
5.2	Unit Price (product only)				Per Ton		<u>\$138.01</u>		\$165.00	
6	Village of Palm Springs			1200	Tons		<u>\$182.85</u>	\$219,420.00	\$215.00	\$258,000.00
6.1	Freight Charge Per Location				Per Ton		<u>\$44.84</u>		\$50.00	
6.2	Unit Price (product only)				Per Ton		<u>\$138.01</u>		\$165.00	
7	City of Boynton Beach			700	Tons		<u>\$182.85</u>	\$127,995.00	\$215.00	\$150,500.00
7.1	Freight Charge Per Location				Per Ton		<u>\$44.84</u>		\$50.00	
7.2	Unit Price (product only)				Per Ton		<u>\$138.01</u>		\$165.00	
8	Bulk load Truck Delivery is how many tons?				Tons		<u>\$25.00</u>		\$26.00	



## 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 Group.

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

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

#### Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

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

**"WORKING TOGETHER TO REDUCE COSTS"**



# CITY OF Boca Raton

PURCHASING DIVISION  
201 W. PALMETTO PARK ROAD  
BOCA RATON, FL 33432  
(561) 393-7871

## **Invitation to Bid NO. 2025-013-NP Solar Salt (Bulk) Supply & Delivery**

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### Table of Contents

<b>SECTION I – Terms, Conditions and Specifications</b>
<ul style="list-style-type: none"><li>• General Conditions</li><li>• Special Conditions</li><li>• Technical Specifications and Statement of Work</li></ul>
<b>SECTION II – Bid Response</b>
<ul style="list-style-type: none"><li>• Bidder Certification Form</li><li>• Qualification of Bidder Form</li><li>• Questionnaire</li><li>• Drug Free Workplace Form</li><li>• Scrutinized Companies Form</li><li>• Affidavit Attesting to Noncoercive Conduct</li><li>• Affidavit Regarding Entities of Foreign Countries</li></ul>
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<ul style="list-style-type: none"><li>• Refer to eSourcing Portal (Ion Wave) “Line Items” tab</li></ul>

## GENERAL TERMS AND CONDITIONS

These general terms and conditions 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 general terms and conditions for a particular contract by indicating such change in any document related to the Invitation to Bid (ITB).

### 1 INSTRUCTIONS TO BIDDERS

- 1.1 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.
- 1.2 GENERAL INFORMATION: These documents as listed in the Table of Contents, TOC-1, 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 <https://www.myboca.us/230/Purchasing-Division>.
- 1.3 BIDDER NOTIFICATION: Notice of the ITB's will be emailed 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 emailed within a reasonable time frame, for that Bid only. The emailing of one ITB notice to Bidder, or a Bid in return, will not register a Bidder on the City's registration system. Bidders may register on the City's website by visiting <https://www.myboca.us/244/Supplier-Registration>
- 1.4 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.
- 1.5 Bidders shall submit their Bid document via electronic transmission using the City of Boca Raton eSourcing Portal located at <https://brpurch.ionwave.net/Login.aspx>.
- 1.6 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.
- 1.7 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 <https://brpurch.ionwave.net/CurrentSourcingEvents.aspx> and to constantly monitor for the latest updates. All perspective bidders will receive email notifications from the City of Boca eSourcing Portal. The City shall not be responsible for providing notice of addenda to potential Bidders who receive a Bid package from other sources.
- 1.8 NO BIDS: If you do not intend to Bid, indicate the reason and submit a no-bid response statement through the eSourcing Portal.

### 2 DEFINITIONS:

#### 2.1 BIDDING DEFINITIONS

The City will use the following definitions in its General Terms and Conditions, Special Conditions, technical specifications, statement of work, instructions to bidders, addenda, and any other document used in the bidding process:

**Award** – The written notice of the acceptance of a Bid 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 who is awarded a Purchase Order, award Contract, 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.

**City of Boca Raton eSourcing Portal** – the electronic bidding platform software used by the City of Boca Raton, managed by IonWave Technologies, Inc.

### 3 BIDDING AND AWARD PROCEDURES

- 3.1 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.

3.2 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.

- 3.3 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.
- 3.4 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.
- 3.5 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 <https://www.myboca.us/239/Supplier-Information-Help>. 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.

- 3.6 **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.
- 3.7 **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.
- 3.8 **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.
- 3.9 **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 and statement of work 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:

<https://secure.co.palm-beach.fl.us/lrs/Main/Login.aspx?ReturnUrl=%2flrs%2f>

- 3.15 **PROCUREMENT CODE:** A copy of the Procurement Code is available for your review at <https://www.myboca.us/239/Supplier-Information-Help>.
- 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following 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 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:

<https://www.myboca.us/230/Purchasing-Division>

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.palmbeachcountyetics.com/pdf/Lobbyist\\_Registration\\_Ordinance-2012.pdf](http://www.palmbeachcountyetics.com/pdf/Lobbyist_Registration_Ordinance-2012.pdf).

- 3.18 **NON-COLLUSION:** Bidder certifies that this Bid is made without prior understanding, contract, 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.

#### **4 INSURANCE**

- 4.1 **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.
- 4.2 **INDEMNITY/HOLD HARMLESS CONTRACT:** 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 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 contract.

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.

## **5 PURCHASE ORDER AND CONTRACT TERMS:**

5.1 **METHOD OF ORDERING:** Items shall be ordered via an individual purchase order.

5.2 **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.

5.3 **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.

5.4 **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.

5.5 **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 awarded Bid 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.

5.6 **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 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  
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; clearly reference the subject 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 Bidder's Business name and address for payment.
- 5.7 **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.
- 5.8 **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.
- 5.9 **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 contract and the City shall have the discretion to unilaterally terminate said contract.
- 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 Contract 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 Contract, 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](mailto:BRCITYCLERK@MYBOCA.US), CITY HALL, CITY CLERK, 201 W. PALMETTO PARK ROAD, BOCA RATON, FL 33432.**

#### 5.28 SCRUTINIZED COMPANIES

A. Pursuant to Section 287.135, a company is ineligible to and may not, bid on, submit a proposal for, enter into, or renew, a Contract with a local government entity for goods or services in any amount if the company is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.

B. By entering into this Contract, CONTRACTOR certifies that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel List, and that CONTRACTOR is not engaged in a boycott of Israel.

C. CONTRACTOR shall notify the CITY if, at any time during the term of this Contract, CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, or that CONTRACTOR is engaged in a boycott of Israel. Such notification shall be in writing and provided by CONTRACTOR to the CITY within ten (10) days of the date of such occurrence.

D. In the event the CITY determines, using credible information available to the public, that CONTRACTOR has submitted a false certification or CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the CITY may, in its sole discretion, terminate this Contract



and seek a civil penalty, and other damages and relief, against CONTRACTOR, pursuant to Section 287.135, Florida Statutes. In addition, the CITY may pursue any and all other legal remedies against CONTRACTOR.

E. CONTRACTOR shall not seek damages, fees, or costs against the CITY in the event the CITY terminates the Contract pursuant to this Article

Upon submitting its Bid, Bidder shall certify compliance with section 287.135, Florida Statutes, by executing the Bidder Certification regarding Scrutinized Companies, which is included in PART II Bid Response. The City reserves the right to terminate any contract in which a Bidder provides a false certification or otherwise violates Section 287.135, Florida Statutes.

#### 5.29 DISCRIMINATORY VENDOR LIST

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

#### 5.30 E-VERIFY

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021), and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Should Contractor violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

#### 5.31 FOREIGN GIFTS AND CONTRACTS

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contract, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

#### 5.32 ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Section 287.138, Florida Statutes, prohibits the City from entering in to a contract which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in subsection 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in subsection 287.138(1)(c)), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the City with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

Upon submitting its Bid, Bidder shall certify compliance with section 287.138, Florida Statutes, by executing the Bidder Certification regarding Entities of Foreign Countries of Concern, which is included in PART II Bid Response. The City reserves the right to terminate any contract in which a Bidder provides a false certification or otherwise violates Section 287.138, Florida Statutes.

#### 5.33 NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As defined in Section 787.06(2)(a), coercion means: (1) Using or threatening to use physical force against any person; (2) Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if



the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined; (4) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) Causing or threatening to cause financial harm to any person; (6) Enticing or luring any person by fraud or deceit; or (7) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

**5.34 POLITICAL CAMPAIGNS**

During the term of this Contract, the Contractor, the Contractor's officers and directors, and the Contractor's employees that comprise the members of the relationship team providing the Services to the City shall not directly, or indirectly through any person, inclusive of husbands, wives, fathers, mothers, sons, daughters, brothers, or sisters, be involved in any political campaign for City elective office nor make financial contribution to any such campaign.

**5.35 BIDDER'S SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS**

The City shall not consider Bidder's social, political, or ideological interests when determining if Bidder is a responsible bidder. The City shall not give preference to Bidder based on Bidder's social, political, or ideological interests.

## SPECIAL CONDITIONS

### PART I - INSTRUCTION TO BIDDERS

#### 1.01 INSTRUCTIONS TO BIDDERS

The City of Boca Raton, Florida is seeking Bids from qualified Bidders for Solar Salt (Bulk) Supply and Delivery, Bid Number 2025-013-NP.

This Bid package contains all of the information and documents necessary to prepare and submit a Responsive Bid. Bidders are cautioned to read all of the documentation provided. Bidder will be responsible for complying with all requirements identified herein.

*The City of Boca Raton shall not be responsible for the content of Bid response packages or addenda received from any third party source.*

Due date and time for Bid response: **Bid response shall be received on the date and time as specified in the City of Boca Raton eSourcing Portal.**

Bidder is directed to the Response Attachments section of the City of Boca Raton eSourcing Portal for attachments to be completed and submitted with the Bid response.

#### 1.02 PURPOSE

The purpose of this Bid is to provide 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.

#### 1.03 HOW TO RESPOND TO THIS BID

Submission of the Bid response by electronic transmission using the City of Boca Raton eSourcing Portal located at <https://brpurch.ionwave.net/Login.aspx>. In order to submit the Bid electronically: (1) the Bidder should download the Bid documents; (2) all required bid data/information must be added to the Bid documents and included forms; (3) an individual authorized to contractually bind the Bidder must sign all required Bid forms; (4) the entire Bid response and all signed forms must be scanned to PDF format unless other file format is identified; and (5) the Bidder shall upload the scanned Bid response and signed Bid forms to the City of Boca Raton eSourcing Portal pursuant to the directions in the City of Boca Raton eSourcing Portal. Please note that the maximum file size is 100 MB for an uploaded file.

**Bidders shall provide their prices and rates using the City of Boca Raton eSourcing Portal. The “Line Items” tab is to be used for submission of bid pricing and rates.**

Bidders are strongly encouraged to read the Supplier Guides and Tutorials available in the City of Boca Raton's eSourcing Portal well in advance of their intention of submitting a response to ensure familiarity with the City of Boca Raton's eSourcing Portal and submitting a response through it. The City shall not be responsible for a Proposer's inability to submit a response by the closing date and time for any reason, including issues arising from the use of the City of Boca Raton's eSourcing Portal.

Bidder's response shall not contain any alteration to the Bid documents that were posted by the City other than entering data, information and signatures required by the Bid in the spaces provided for such data, information and signatures, and by including attachments as necessary. By submission of an electronic Bid response, Bidder affirms that a complete set of Bid documents was obtained from the City of Boca Raton eSourcing Portal and that Bidder made no alteration of any kind or nature to the Bid documents other than entering data, information and signatures required by the Bid or by including attachments as part of the Bid response.

Electronic Bid submissions are only permitted to be upload prior to 3:00 p.m. on the Bid due date. Any attempt to upload a late Bid response at or after 3:00 p.m. on the Bid due date will be automatically rejected by the City of Boca Raton eSourcing Portal.

##### 1.03.1 Rejected Bid Response

As indicated above, the City of Boca Raton eSourcing Portal will not accept Bid responses that are

attempted to be submitted after the due date/time.

### 1.03.2 Viewing of Bid Response

The names of the Bidders who have submitted a Bid response will be made available on the Purchasing Division Web page <https://www.myboca.us/230/Purchasing-Division>

Bidder's Bid response shall be signed only by an individual authorized by the Bidder to both execute such Bid and to bind the Bidder. For electronic submissions, the signature included shall be deemed an original signature, shall be binding on the Bidder, and shall be relied upon by the City as a document authorized by the Bidder for all purposes.

## 1.04 INTERPRETATION / INQUIRIES / CORRECTION OF BIDDING DOCUMENT

Interested Bidders may submit questions via the City's eSourcing Portal. Each question will be responded to individually, and an addendum may be issued, if applicable. For further instructions, contact the Purchasing Division at 561-393-7871.

All Bidders shall carefully examine the Bid documents. Any ambiguities, errors or inconsistencies shall be brought to the attention of the City procurement contact in writing prior to the opening of Bids. Failure to do so by the Bidder will constitute an acceptance by the Bidder of any subsequent decision by the City and a waiver of any such ambiguity or inconsistency.

Bidders shall promptly notify the City procurement contact in writing of any ambiguity, inconsistency or error which is discoverable upon examination of the Bidding documents or of the site and local conditions. **In conjunction with General Term and Condition No. 3.10, such notice to be provided at least seven (7) business days prior to the Bid due date.**

Bidders requiring clarification or interpretation of the Bidding documents shall make a written request at least seven (7) business days prior to the Bid due date. Bidders requesting clarification or interpretation of the Bidding documents shall identify in their correspondence the article, section or page for each inquiry made.

**Oral explanation given before the opening of the Bid will not be binding.** Any interpretation or corrections to the Bidding document will be in the form of an Addendum. Only questions answered by formal written Addenda will be binding. Addenda will be issued via the City's eSourcing Portal. It is the Bidder's responsibility to monitor the eSourcing Portal for any updates.

## PART II DEFINITIONS / ACRONYMS

### 2.01 DEFINITIONS

- ANSI: American National Standards Institute
- City of Boca Raton eSourcing Portal: the electronic bidding platform software used by the City of Boca Raton, managed by IonWave Technologies, Inc.
- Co-Op: Southeast Florida Governmental Purchasing Cooperative group
- Entity: Throughout this document, Entity often refers to a participating governmental agency of the Southeast Florida Governmental Purchasing Cooperative Group.
- Lead Agency: City of Boca Raton
- MFG: Manufacturer
- NIGP: National Institute of Governmental Purchasing
- NSF: National Science Foundation
- Public Entity: "Public entity" shall mean one of the following: A local agency, state agency, federal agency, county, municipality, public school/university, port authority, drainage district or water district.

## PART III BIDDING AND AWARD PROCEDURES

### 3.01 F.O.B. POINT

All prices quoted shall be F.O.B. destination, freight prepaid (Contractor pays and bears freight charges, Contractor owns goods in transit and files any claims). The Contractor 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, when not listed in the Bid document.

All costs derived for transporting materials, labor and equipment to perform the services in this Contract shall be borne by the Contractor and reflected in the unit price.

### **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 in Qualification of Bidder Form. The Bidder should submit Qualification of Bidder Form and applicable supplemental documents with their Bid package to be considered responsive in order for the City to fully evaluate the Bidder'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 Bidder Form.

THE QUALIFICATION OF BIDDER REQUIREMENTS FOR THE BID ARE IDENTIFIED IN QUALIFICATION OF BIDDER FORM.

### **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 warrant 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 their 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. Moreover, the City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation conducted by the City of Boca Raton Police Department.

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.

### **3.05 TERMS, CONDITIONS AND SPECIFICATIONS**

With the exception of submitting an "Alternate" in accordance with item 3.9 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 technical specifications and statement of work in this Bid are the only terms applicable to this Bid and Bidder's authorized signature attests to this.

### **3.06 METHOD OF AWARD**

In conjunction with General Condition 3.2, award recommendations shall be subject to the approval of the City Manager, City Manager designee or City Council as provided for the City's Code of Ordinances. Award recommendations to be posted on the City of Boca Raton Purchasing Division 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.

### 3.07 TIE BID RESPONSES

Tie Bids shall be made in accordance with item 3.13 of the General Conditions. In the event none or multiple firms comply with the Drug-Free Work Place in accordance with Florida Statute 287.087 and the tie Bid still remains, the following shall apply.

- A. Whenever two Bid Responses, which are equal with respect to price and are deemed the low responsive and responsible Bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a coin toss to determine the single awarded Bidder. Notice of using a coin toss to determine the award will be provided to the two tie Bidders.
- B. Whenever three or more Bid Responses which are equal with respect to price and are deemed the low responsive and responsible Bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a drawing to determine the single awarded Bidder. Notice of using a drawing to determine the award will be provided to the three or more tie Bidders.

### 3.08 POST AWARD MEETING

Within seven (7) days after receipt of notification of Bid award, Successful Bidder (hereinafter referred to as the Contractor) shall have their assigned account representative meet/review/schedule a conference call with the City Project Manager.

Items to be reviewed include, but are not limited to:

- Ordering procedures
- Scheduling of services (delivery notifications, hours of delivery for each agency)
- Contact lists for each agency.
- Staff assigned to City contract.

The Project Manager for each Entity will arrange for the post award meeting.

City of Boca Raton Project Manager: Ed Catalano, Wastewater Plant Supervisor, [ecatalano@bocaraton-fl.gov](mailto:ecatalano@bocaraton-fl.gov), 561-338-7332.

## PART IV INSURANCE REQUIREMENTS

*Proof of ability to obtain insurance to be submitted with Bid document unless exempted.*

### 4.01 Commercial General Liability

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, Cross Liability or Separation of Insureds. The Contractor agrees any self-insured retention or deductible shall not exceed \$25,000.

#### Additional Insured Endorsements

The Contractor agrees to endorse the City of Boca Raton as an Additional Insured on the Commercial General Liability policy on a primary and non-contributory basis with CG 20 10 04 13 endorsement or ISO equivalent.

### 4.02 Worker's Compensation & Employer's Liability

The Contractor agrees to maintain its own Worker's Compensation & Employers Liability Insurance in compliance with Florida Statute 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

### 4.03 Business Automobile Liability

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** per Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned

Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability 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: \_\_\_\_\_

#### **4.04 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 coverages 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.

#### **4.05 SUPPLEMENTAL PROVISIONS**

1. 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 thirty (30) business days with written notice of such to the Purchasing Division by email to [Purchasing-Insurance@bocaraton-fl.gov](mailto:Purchasing-Insurance@bocaraton-fl.gov).
2. All renewal or replacement certificates of insurance specific to the contract/agreement/award shall be forwarded to the City of Boca Raton Purchasing Division by email to [Purchasing-Insurance@bocaraton-fl.gov](mailto:Purchasing-Insurance@bocaraton-fl.gov).

### **PART V PURCHASE ORDER AND CONTRACT TERMS**

#### **5.01 CONTRACT**

The signed Bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon award of the Bid by the City Manager or the City Council and execution of a City of Boca Raton purchase order or a Notice of Award letter from the City.

The City Manager approval or the City Council approval shall constitute authorization to execute a City of Boca Raton purchase order and/or Notice of Award letter with reference to the Bid, which shall act as the binding Contract between the City and the awarded Bidder(s). The Contract shall include the Bid solicitation, any and all addenda issued by the City and the Bid response submitted by the Bidder. In any discrepancy between the documents, the order of precedence shall be as follows: 1) Addendum in reverse order of release; 2) Bid solicitation; 3) Bid response. In case of default on the part of the awarded Bidder, the City may procure the items or services from other sources and hold the Bidder responsible for any excess cost occasioned or incurred thereby.

Where the Contract involved a single shipment of goods to the City, the contract term shall conclude upon completion of the expressed or implied warranty periods.

#### **5.02 CONTRACT PERIOD AND AUTOMATIC RENEWAL**

The initial Contract period shall commence upon the date of notice of award by the City and shall be for a one (1) year term **automatically** renewed thereafter for four (4), one-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. Automatic annual renewals shall be in compliance with the specifications, terms, conditions and any cost adjustments approved by the City.

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 one (1) year. Option for extension will only be exercised upon mutual written agreement and with all specifications, terms, conditions and any cost adjustments approved by the City.

### **5.03 ANNUAL COST ADJUSTMENT**

Prices quoted shall be firm for year one (initial contract term). Thereafter, any annual term which Contractor requests a cost adjustment, the following conditions shall apply:

1. Prices bid may be subject to a cost adjustment only if increases or decreases occur in the industry.
2. Any requested adjustment shall be fully documented by the Contractor and submitted to the Buyer at least 90 days prior to each annual anniversary date. Contractor is responsible for obtaining confirmation of receipt for their cost adjustment submittal.
3. The cost adjustment submittal shall identify each Bid item affected and the proposed price adjustment with written justification documenting and attesting that the request is a bonafide cost increase/decrease, with applicable CPI index or other industry index data to support the cost increase/decrease.
4. The City may, after examination, refuse to accept the adjusted costs if the cost adjustments are not adequately validated with supporting documentation. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date with written notice to the Contractor. Any cost adjustments approved by the City will be approved in writing from the City and made effective for the upcoming renewal term. 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 Contractor a reasonable reduction in costs.

### **5.04 MODIFICATIONS/ADDITIONS/DELETIONS OF PRODUCTS/SERVICES/LOCATIONS**

Although this Bid identifies specific products/services/locations to be serviced, it is hereby agreed and understood that any product/service/location may be deleted from this Contract at the option of the City at any time when and where deemed necessary with written notice by the City.

When the City may require additional products/services/locations, the Contractor agrees to provide a price quote for such product/services/locations based upon a formula or method which is the same or similar to that used in establishing the prices in this Bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services/locations from other vendors or to cancel the Contract or a portion of the Contract. Items added or amended must be mutually agreed upon in writing by the Contractor, the City's Project Manager and Purchasing Manager or appointed designee by use of a contract modification.

### **5.05 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.

### **5.06 DELIVERY**

All delivery requirements shall be in accordance with Technical Specifications, item 1.05.

**5.07 DEFAULT FOR DELIVERY TIME REQUIREMENTS**

In the event that the Contractor cannot respond adequately to the completion time requirements identified herein by reason of equipment 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 purchase order and any outstanding services with no penalty to the City and obtain from another vendor or from the next lowest responsive, responsible Bidder. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

**5.08 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.

Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to quantities that will be purchased during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this Contract.

The estimated quantities are used by the City for purposes of determining the mathematical calculations for bid evaluation.

**5.09 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 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.

**5.10 AS SPECIFIED**

All goods delivered shall meet the specifications herein. Goods delivered not as specified shall be returned at no expense by the City. Contractor is responsible for all packaging, shipping, and logistics in order for the City to return the goods. The City may return, for full credit, any goods received which fail to meet the City's performance standards.

Replacement goods meeting the Bid specifications shall be submitted within an agreed upon delivery time after notice of rejection of the non-conforming goods. There shall be no additional fees associated with the delivery of the replacement goods.

At the option of City, item(s) from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. Contractor shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.

Payment will be withheld until replacement goods are delivered meeting the specifications herein.

Unsatisfactory performance may result in the termination of the Contract.

**5.11 PURCHASE ORDER DURATION**

Purchase orders issued must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions.



Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the City term Contract shall apply to the single delivery/performance and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the Contract. However, if the Contractor expressly and in writing notifies the City Buyer as listed on the Purchase Order within three (3) business days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the term contract, then the purchase order will either be amended in writing by the City within three (3) business days of receipt of the contractor's notice to reflect the term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the term contract period by more than twelve months, including any term extension periods.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the term contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

#### **5.12 PROTECTION OF PROPERTY**

The Contractor 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).

#### **5.13 CONTRACTOR RESPONSIBILITY**

The Contractor shall be responsible for the protection of property in the areas in the adjacent vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

#### **5.14 E-VERIFY**

By entering into this Contract, the Successful Bidder becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021) and requiring all subcontractors/subconsultants to provide an affidavit attesting that the subcontractor/subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor/subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Successful Bidder, the Successful Bidder may not be awarded a public contract for a period of 1 year after the date of termination. Should Successful Bidder violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

#### **5.15 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 Florida Governmental Purchasing Cooperative group.

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**TECHNICAL SPECIFICATIONS & STATEMENT OF WORK:****1.01 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".

**1.02 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 Technical Specifications, item 1.03.
- 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 <sub>2</sub> 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

**1.03 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.

#### **1.04 PRODUCT COMPLIANCE**

If product does not meet these requirements at any time during the contract term, the Contractor 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.

#### **1.05 DELIVERY REQUIREMENTS**

##### **1.05.1 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 8:00 AM and 5:00 PM 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.

##### **1.05.2 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 an emailed copy of the bill of lading sent to Ed Catalano at the receiving facility ([ecatalano@bocaraton-fl.gov](mailto:ecatalano@bocaraton-fl.gov).) 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 PM.

**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.

##### **1.05.3 Guidelines for Co-Op Participants**

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

#### **1.06 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**

<b>Agency</b>	<b>Contact</b>	<b>Annual Usage</b>	<b>Fittings</b>	<b>Tank</b>
City of Boca Raton Wastewater Plant 1501 Glades Road Boca Raton, FL 33431	Ed Catalano 561-338-7332 ecatalano@bocaraton-fl.gov	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 <sup>th</sup> Street Davie, FL 33314	Jeremy Booker 954-327-3760 Jbooker@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	60 ton silo
Town of Davie Water Plant System III 3500 NW 76 <sup>th</sup> Ave. Hollywood, FL 33024	Carlos Rodarte 954-327-3755 CRodarte@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	32 ton silo
Town of Lantana Water Treatment Plant 510 W. Pine Street Lantana, FL 33462	Jerry Darr or Miguel Perez 561-540-5760 waterplant@lantana.org	1200 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	WTP has 50 ton tank
City of Margate Water Treatment Plant 980 NW 66 <sup>th</sup> Ave Margate, FL 33063	Pete O'Laughlin polaughlin@margatefl.com 954-972-0828	500 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 @ 60 tons manufactured by Brine Maker.
City of Margate Wastewater Treatment Plant 6630 NW 9 <sup>th</sup> St Margate, FL 33063	Wendell Wheeler 954-972-0828 x228 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 tons capacity manufactured by Brine Maker.
City of Pembroke Pines 7960 Johnson Street Pembroke Pines, FL 33024	Kevin Stone 754-260-4513 kevin.stone@jacobs.com	800 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	Qty 2: 8650 gallon tank

***Continued on next page...***

**Appendix A**  
**Continued...**

**Co-Op Agencies Estimated Annual Usage Schedule**

<b>Agency</b>	<b>Contact</b>	<b>Annual Usage</b>	<b>Fittings</b>	<b>Tank</b>
Village of Palm Springs Site 1 360 Davis Rd Palm Springs, FL 33461	Paul Ward, 561-584-8200, pward@vpsfl.org or David Burgin, 561-635-4282, Dburgin@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	Paul Ward, 561-584-8200, pward@vpsfl.org or David Burgin, 561-635-4282, Dburgin@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
City of Boynton Beach West Water Plant 5469 W. Boynton Beach Blvd. Boynton Beach, FL 33437	Ford Babcock, 561-742-6955, babcockf@bbfl.us	100 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	43 tons
City of Boynton Beach East Water Plant 1620 S. Seacrest Blvd. Boynton Beach, FL 33435	Bill Newsome, 561-742-6953, newsomew@bbfl.us	600 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	150 tons

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**BIDDER CERTIFICATION FORM****(This form must be signed in the presence of a Notary Public)**

I certify that I am authorized to bind performance of this Bid for the 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.

**\*Name of Bidder:** Click or tap here to enter text.  
(Firm Name as Registered with their State of origin)

Federal I.D. No.: Click or tap here to enter text.

Above Bidder is:    ☐ Corporation                      ☐ Limited Liability Corporation  
                                 ☐ Sole Proprietorship            ☐ Partnership/Joint Venture

**Business Address:**

Street Address (P.O. Box Address is not permitted): Click or tap here to enter text.  
City, State Zip: Click or tap here to enter text.

**Mailing Address:**            ☐ check if same as Business Address above

Street Address: Click or tap here to enter text.  
City, State, Zip: Click or tap here to enter text.

Business Phone No: Click or tap here to enter text.  
Business Fax No.: Click or tap here to enter text.

**Authorized Signer:**

Name: Click or tap here to enter text.  
Title: Click or tap here to enter text.  
\*President or other Authorized Officer/Member/Manager

Email: Click or tap here to enter text.  
Telephone: Click or tap here to enter text.

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of

☐ physical presence                      or                      ☐ online notarization

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,

by \_\_\_\_\_ (name of person acknowledging) as

\_\_\_\_\_ (type of authority, e.g. officer, trustee, attorney in fact)

for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

(Signature of Notary Public - State of Florida)(Print, Type, or Stamp Commissioned Name of Notary Public)Personally Known ☐                      OR                      Produced ☐

(Type of Identification Produced) \_\_\_\_\_

## QUALIFICATION OF BIDDER FORM

**Name of Bidder:** [Click or tap here to enter text.](#)

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 in Qualification of Bidder Form. The Bidder should submit Qualification of Bidder Form and applicable supplemental documents with their Bid package to be considered responsive in order for the City to fully evaluate the Bidder'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 Bidder Form.

Bidder is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being obtained and not considered for evaluation.

### Qualification Requirement No. 1

Bidder shall have a minimum of three (3) satisfactory references for similar size Public Entity accounts for the product bid. Similar size shall mean a minimum of 1,200 tons per year. References shall be satisfactorily completed within the time range of 2022 through 2025.

#### Reference No. 1

Company/Entity Name: [Click or tap here to enter text.](#)  
Address: [Click or tap here to enter text.](#)  
City, State Zip: [Click or tap here to enter text.](#)  
Contact Name & Title: [Click or tap here to enter text.](#)  
Contact Email: [Click or tap here to enter text.](#)  
Contact Phone No: [Click or tap here to enter text.](#)

Dates of Service or Contract Period: [Click or tap here to enter text.](#)  
Mfg. and Name of Product Supplied: [Click or tap here to enter text.](#)  
Estimated Annual Amount Supplied: [Click or tap here to enter text.](#)

#### Reference No. 2

Company/Entity Name: [Click or tap here to enter text.](#)  
Address: [Click or tap here to enter text.](#)  
City, State Zip: [Click or tap here to enter text.](#)  
Contact Name & Title: [Click or tap here to enter text.](#)  
Contact Email: [Click or tap here to enter text.](#)  
Contact Phone No: [Click or tap here to enter text.](#)

Dates of Service or Contract Period: [Click or tap here to enter text.](#)  
Mfg. and Name of Product Supplied: [Click or tap here to enter text.](#)  
Estimated Annual Amount Supplied: [Click or tap here to enter text.](#)



**Reference No. 3**

Company/Entity Name: Click or tap here to enter text.  
Address: Click or tap here to enter text.  
City, State Zip: Click or tap here to enter text.  
Contact Name & Title: Click or tap here to enter text.  
Contact Email: Click or tap here to enter text.  
Contact Phone No: Click or tap here to enter text.

Dates of Service or Contract Period: Click or tap here to enter text.  
Mfg. and Name of Product Supplied: Click or tap here to enter text.  
Estimated Annual Amount Supplied: Click or tap here to enter text.

**Qualification Requirement No. 2**

The City will not award a Bid to any Bidder who cannot provide evidence that their Firm Name identified on the Bidder Certification 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: Click or tap here to enter text.

Bidder to submit proof for years their firm has been in business as an attachment.

Bidder to confirm attachment is submitted: ☐ Yes ☐ No

## QUESTIONNAIRE

**Name of Bidder:** Click or tap here to enter text.

---

1. Name of individual to contact with questions regarding Bid submittal:

**Name:** Click or tap here to enter text.

**Title:** Click or tap here to enter text.

**Phone:** Click or tap here to enter text.

**Email:** Click or tap here to enter text.

2. Contact person for Insurance Certificate:

**Name:** Click or tap here to enter text.

**Title:** Click or tap here to enter text.

**Phone:** Click or tap here to enter text.

**Email:** Click or tap here to enter text.

3. Contact person for Accounts Receivable who is authorized to validate and provide banking information if requested by City of Boca Raton Treasurer or their designee:

**Name:** Click or tap here to enter text.

**Title:** Click or tap here to enter text.

**Phone:** Click or tap here to enter text.

**Email:** Click or tap here to enter text.

4. Name of individual to contact with general billing questions:

**Name:** Click or tap here to enter text.

**Title:** Click or tap here to enter text.

**Phone:** Click or tap here to enter text.

**Email:** Click or tap here to enter text.

5. Contact person for order placement/delivery inquiries:

**Name:** Click or tap here to enter text.

**Title:** Click or tap here to enter text.

**Phone:** Click or tap here to enter text.

**Email:** Click or tap here to enter text.

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

Click or tap here to enter text.

7. Details of shipping method to be used:

Click or tap here to enter text.

8. Listing of Office Hours: Click or tap here to enter text.

9. Awarded Vendor shall submit Summary of Sales 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:

Click or tap here to enter text.

Title: Click or tap here to enter text.

Phone: Click or tap here to enter text.

Email: Click or tap here to enter text.

10. 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:

Click or tap here to enter text.

Plant location the Quality Control program is in place at:

Click or tap here to enter text.

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

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Phone: Click or tap here to enter text.

Email: Click or tap here to enter text.

**DRUG-FREE WORKPLACE FORM**

The undersigned Bidder (vendor) in accordance with Florida Statute 287.087 hereby certifies

**Name of Business/Bidder:** Click or tap here to enter text. does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 Authorized Representative

\_\_\_\_\_  
Date

\*Authorized Representative:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

### Bidder Certification Regarding Scrutinized Companies

**Name of Bidder:** Click or tap here to enter text.

**Bidder FEIN:** Click or tap here to enter text.

**Address:** Click or tap here to enter text.

**City, State Zip:** Click or tap here to enter text.

Bidder acknowledges that Section 287.135, Florida Statutes, prohibits the City from contracting for goods or services of any amount with companies that are on the Scrutinized Companies that Boycott Israel List (contained in Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel.

As the person authorized to sign on behalf of the Bidder, I hereby certify that the Bidder is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. On behalf of Bidder, I acknowledge and understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the Bidder to civil penalties, attorney's fees, and/or costs, and other damages or relief, as allowed by law. I further understand that the City may terminate an agreement if the City determines that the Bidder submitted a false certification.

\_\_\_\_\_  
\*Signature of Authorized Representative

\_\_\_\_\_  
Date

\*Authorized Representative:

**Name:** Click or tap here to enter text.

**Title:** Click or tap here to enter text.

**Telephone:** Click or tap here to enter text.

**Email Address:** Click or tap here to enter text.

*\*This individual must have the authority to bind the Bidder.*

### **Affidavit Attesting to Noncoercive Conduct for Labor or Services**

Nongovernment Entity name ("**Vendor**"): Click or tap here to enter text.

Vendor FEIN: Click or tap here to enter text.

Address: Click or tap here to enter text.

City, State ZIP: Click or tap here to enter text.

Phone number: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

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

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

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

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

**Written Declaration**

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

**Name of Vendor:** Click or tap here to enter text.  
(Firm Name as Registered with their State of origin)

**Authorized Signer:**

**Name:** Click or tap here to enter text.  
**Title:** Click or tap here to enter text.  
\*President or other Authorized Officer/Member/Manager

**Email:** Click or tap here to enter text.  
**Telephone:** Click or tap here to enter text.

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of

☐ physical presence          or          ☐ online notarization

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,

by \_\_\_\_\_ (name of person acknowledging) as

\_\_\_\_\_ (type of authority, e.g. officer, trustee, attorney in fact)

for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐          OR          Produced ☐

(Type of Identification Produced) \_\_\_\_\_

**Affidavit Regarding Entities of Foreign Countries of Concern**

Click or tap here to enter text. (Name of Entity) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

**Authorized Signer:**

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

\*President or other Authorized Officer/Member/Manager

Email: Click or tap here to enter text.

Telephone: Click or tap here to enter text.

**Authorized Signature:** \_\_\_\_\_ **Date:**

\_\_\_\_\_

STATE OF FLORIDA COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of

☐ physical presence                      or                      ☐ online notarization

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,

by \_\_\_\_\_ (name of person acknowledging) as

\_\_\_\_\_ (type of authority, e.g. officer, trustee, attorney in fact)

for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐                      OR                      Produced ☐

(Type of Identification Produced) \_\_\_\_\_



## **BID FORM**

### **Prices and Rates**

Bidders shall provide their prices and rates using the City of Boca Raton eSourcing Portal. The “Line Items” tab is to be used for submission of bid pricing and rates.

***THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.***

**BIDDER CERTIFICATION FORM****(This form must be signed in the presence of a Notary Public)**

I certify that I am authorized to bind performance of this Bid for the 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.

**\*Name of Bidder:** Morton Salt, Inc.  
(Firm Name as Registered with their State of origin)

Federal I.D. No.: 27-3146174

Above Bidder is:    ☒ Corporation                      ☐ Limited Liability Corporation  
                                 ☐ Sole Proprietorship            ☐ Partnership/Joint Venture

**Business Address:**

Street Address (P.O. Box Address is not permitted): 444 West Lake Street, Ste 2900  
City, State Zip: Chicago, IL 60606

**Mailing Address:**            ☒ check if same as Business Address above

Street Address: Click or tap here to enter text.  
City, State, Zip: Click or tap here to enter text.

Business Phone No: 312-807-2000  
Business Fax No.:

**Authorized Signer:**

Name: Robert A. Persichetti  
Title: Senior Director of Sales, B2B  
\*President or other Authorized Officer/Member/Manager

Email: [bpersichetti@mortonsalt.com](mailto:bpersichetti@mortonsalt.com)  
Telephone: 312-757-2685

**Authorized Signature:** *Bob Persichetti*                      **Date:** 04/11/2025  
Bob Persichetti (Apr 11, 2025 17:42 EDT)

STATE OF Illinois COUNTY OF Cook

The foregoing instrument was acknowledged before me by means of

☐ physical presence or ☒ online notarizationthis 11th day of April 2025,by Robert A. Persichetti (name of person acknowledging) asSenior Director of Sales, B2B (type of authority, e.g. officer, trustee, attorney in fact)for Morton Salt, Inc. (name of party on behalf of whom instrument was executed).

A handwritten signature in cursive script, appearing to read "Meredith Kerr", is written over the printed name of the notary.

Illinois

(Signature of Notary Public - State of ~~Florida~~)(Print, Type, or Stamp Commissioned Name of Notary Public)Personally Known ☒ OR Produced ☐

(Type of Identification Produced) \_\_\_\_\_

## QUALIFICATION OF BIDDER FORM

**Name of Bidder:** Morton Salt, Inc.

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 in Qualification of Bidder Form. The Bidder should submit Qualification of Bidder Form and applicable supplemental documents with their Bid package to be considered responsive in order for the City to fully evaluate the Bidder'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 Bidder Form.

Bidder is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being obtained and not considered for evaluation.

### Qualification Requirement No. 1

Bidder shall have a minimum of three (3) satisfactory references for similar size Public Entity accounts for the product bid. Similar size shall mean a minimum of 1,200 tons per year. References shall be satisfactorily completed within the time range of 2022 through 2025.

#### Reference No. 1

Company/Entity Name: City of St Cloud  
Address: 1300 9<sup>th</sup> St. Building A – 2<sup>nd</sup> Floor  
City, State Zip: Saint Cloud, FL 34772  
Contact Name & Title: Leslie Flores, Purchasing  
Contact Email: lflores@stcloud.org  
Contact Phone No: 407-957-7212

Dates of Service or Contract Period: 2014-present  
Mfg. and Name of Product Supplied: F132990000Z Bulk Solar Industrial Crude Salt  
Estimated Annual Amount Supplied: 1,300 tons

#### Reference No. 2

Company/Entity Name: City of Pomona  
Address: 1376 E. 3<sup>rd</sup> Steet  
City, State Zip: Pomona, CA 91766  
Contact Name & Title: Jack Martinez, Superintendent  
Contact Email: jack.martinez@pomonaca.gov  
Contact Phone No: 909-802-7427

Dates of Service or Contract Period: 2022-present  
Mfg. and Name of Product Supplied: F137290000Z Bulk Solar White Crystal Coarse Salt  
Estimated Annual Amount Supplied: 7,000 tons

**Reference No. 3**

Company/Entity Name: Chino Basin Desalter Authority  
Address: 6905 Kimball Ave.  
City, State Zip: Chino, CA 91708  
Contact Name & Title: Raul Arevalo, Superintendent  
Contact Email: rarevalo@ieua.org  
Contact Phone No: 909-472-2994

Dates of Service or Contract Period: 2022-present  
Mfg. and Name of Product Supplied: F137290000Z Bulk Solar White Crystal Coarse Salt  
Estimated Annual Amount Supplied: 9,100 tons

**Qualification Requirement No. 2**

The City will not award a Bid to any Bidder who cannot provide evidence that their Firm Name identified on the Bidder Certification 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: 15

Bidder to submit proof for years their firm has been in business as an attachment.

Bidder to confirm attachment is submitted: ☒ Yes ☐ No

## QUESTIONNAIRE

**Name of Bidder:** Morton Salt, Inc.

---

1. Name of individual to contact with questions regarding Bid submittal:

Name: Meredith Kerr  
Title: Bid Analyst

Phone: 312-807-2723  
Email: mkerr@mortonsalt.com

2. Contact person for Insurance Certificate:

Name: Meredith Kerr  
Title: Bid Analyst

Phone: 312-807-2723  
Email: mkerr@mortonsalt.com

3. Contact person for Accounts Receivable who is authorized to validate and provide banking information if requested by City of Boca Raton Treasurer or their designee:

Name: Maria Cova  
Title: Credit and Collections Analyst

Phone: 312-807-2506  
Email: mcova@mortonsalt.com

4. Name of individual to contact with general billing questions:

Name: Maria Cova  
Title: Credit and Collections Analyst

Phone: 312-807-2506  
Email: mcova@mortonsalt.com

5. Contact person for order placement/delivery inquiries:

Name: Brett Greisen  
Title: Customer Supply Chain Assoc.

Phone: 913-800-2871  
Email: bgreisen@mortonsalt.com

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

The Port Canaveral plant is the processing plant for the Bulk Solar Industrial Crude Salt.

7. Details of shipping method to be used:

Pneumatic Truck

8. Listing of Office Hours: Bulk Loading Hours: Mon-Fri 6:00am-10:00pm EST

9. Awarded Vendor shall submit Summary of Sales 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:  
Lisa Petramala

Title: Inside Sales Manager

Phone: 312-807-2887

Email: lpetramala@mortonsalt.com

10. 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:

[Click or tap here to enter text.](#)

Plant location the Quality Control program is in place at:

Port Canaveral,FL

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

Name: Ivy Smith

Title: Canaveral FSQR Manager

Phone: 321-487-7048

Email: ismith2@mortonsalt.com

**DRUG-FREE WORKPLACE FORM**

The undersigned Bidder (vendor) in accordance with Florida Statute 287.087 hereby certifies

**Name of Business/Bidder:** Morton Salt, Inc. does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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.

Bob Persichetti  
Bob Persichetti (Apr 11, 2025 17:42 EDT)

\*Signature of Authorized Representative

04/11/2025

Date

\*Authorized Representative:

Name: Robert A. Persichetti  
Title: Senior Director of Sales, B2B  
Telephone: 312-757-2685  
Email Address: bpersichetti@mortonsalt.com



**Bidder Certification Regarding  
Scrutinized Companies****Name of Bidder:** Morton Salt, Inc.**Bidder FEIN:** 27-3146174**Address:** 444 West Lake Street, Suite 2900  
**City, State Zip:** Chicago, IL 60606

Bidder acknowledges that Section 287.135, Florida Statutes, prohibits the City from contracting for goods or services of any amount with companies that are on the Scrutinized Companies that Boycott Israel List (contained in Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel.

As the person authorized to sign on behalf of the Bidder, I hereby certify that the Bidder is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. On behalf of Bidder, I acknowledge and understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the Bidder to civil penalties, attorney's fees, and/or costs, and other damages or relief, as allowed by law. I further understand that the City may terminate an agreement if the City determines that the Bidder submitted a false certification.

Bob Persichetti  
[Bob Persichetti \(Apr 11, 2025 17:42 EDT\)](#)

\*Signature of Authorized Representative

Date

04/11/2025

\*Authorized Representative:

**Name:** Robert A. Persichetti  
**Title:** Senior Director of Sales, B2B  
**Telephone:** 312-757-2685  
**Email Address:** [bpersichetti@mortonsalt.com](mailto:bpersichetti@mortonsalt.com)

*\*This individual must have the authority to bind the Bidder.*

### **Affidavit Attesting to Noncoercive Conduct for Labor or Services**

Nongovernment Entity name ("**Vendor**"): Morton Salt, Inc.

Vendor FEIN: 27-3146174

Address: 444 West Lake Street, Suite 2900

City, State ZIP: Chicago, IL 60606

Phone number: 312-807-2000

Email Address: bids@mortonsalt.com

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

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

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

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

**Written Declaration**

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

**Name of Vendor:** Morton Salt, Inc.  
(Firm Name as Registered with their State of origin)

**Authorized Signer:**

Name: Robert A. Persichetti  
Title: Senior Director of Sales, B2B  
\*President or other Authorized Officer/Member/Manager

Email: bpersichetti@mortonsalt.com  
Telephone: 312-757-2685

**Authorized Signature:** Bob Persichetti Bob Persichetti (Apr 11, 2025 17:42 EDT) **Date:** 04/11/2025

STATE OF Illinois COUNTY OF Cook

The foregoing instrument was acknowledged before me by means of

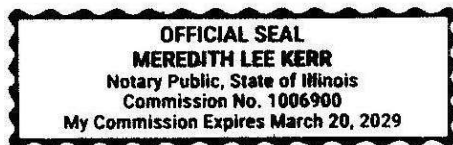
☐ physical presence or ☒ online notarization

this 11th day of April, 2025,

by Robert A. Persichetti (name of person acknowledging) as

Senior Director of Sales, B2B (type of authority, e.g. officer, trustee, attorney in fact)

for Morton Salt, Inc. (name of party on behalf of whom instrument was executed).



A handwritten signature in cursive script, appearing to read "Meredith Kerr".

Illinois

(Signature of Notary Public - State of ~~Florida~~)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced ☐

(Type of Identification Produced) \_\_\_\_\_

**Affidavit Regarding Entities of Foreign Countries of Concern**

Morton Salt, Inc.(Name of Entity) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

**Authorized Signer:**

Name: Robert A. Persichetti

Title: Senior Director of Sales, B2B

\*President or other Authorized Officer/Member/Manager

Email: bpersichetti@mortonsalt.com

Telephone: 312-757-2685

**Authorized Signature:** Bob Persichetti  
Bob Persichetti (Apr 11, 2025 17:42 EDT)**Date:** 04/11/2025

Illinois  
STATE OF ~~FLORIDA~~ COUNTY OF Cook

The foregoing instrument was acknowledged before me by means of

☐ physical presence          or          ☒ online notarizationthis 11th day of April 2025,by Robert A. Persichetti (name of person acknowledging) asSenior Director of Sales, B2B (type of authority, e.g. officer, trustee, attorney in fact)for Morton Salt, Inc. (name of party on behalf of whom instrument was executed).

A handwritten signature in cursive script, appearing to read "Meredith Kerr", is written over a horizontal line.

Illinois  
(Signature of Notary Public - State of ~~Florida~~)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒          OR          Produced ☐

(Type of Identification Produced) \_\_\_\_\_

# Delaware

The First State

Page 1

*I, CHARUNI PATIBANDA-SANCHEZ, 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 TENTH DAY OF FEBRUARY, A.D. 2025.*

*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# 20250460304

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in cursive script, reading "C. P. Sanchez", written in black ink.

Charuni Patibanda-Sanchez, Secretary of State

Authentication: 202896397

Date: 02-10-25

# *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.

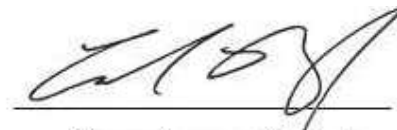
The document number of this corporation is F10000003525.

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

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Tenth day of February, 2025*



  
*Secretary of State*

Tracking Number: 8730488364CU

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

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



## PRODUCT DATA SHEET

### Morton® Bulk Solar Industrial Crude Salt

#### Description

- This salt is made from crude solar salt either imported from the Bahamas, Brazil, Mexico or produced domestically.
- The salt is produced from brine impounded in open shallow ponds where the brine is concentrated and ultimately crystallized through slow evaporation by solar heat and wind.
- Fractional crystallization and washing voids much of the inorganic salt impurities present in the brine.
- There are no additives.
- Appearance is crystalline to white with some incidence of a gray to tan shading.
- This product meets AWWA Standard B200 for Sodium Chloride and is certified to NSF/ANSI/CAN 60.
- This product is not suitable for direct incorporation into food since it is not manufactured in compliance with 21 CFR 117 - Current Good Manufacturing Practice, Hazard Analysis, and Risk-Based Preventive Controls for Human Food, or for Animal Feed under 21 CFR 573.1020.

#### Chemical Properties

<u>Analyte</u>	<u>u/m</u>	<u>Range</u>	<u>Note</u>
Sodium Chloride	%	$\geq 99.3$	1
Calcium Sulfate	%	$\leq 0.30$	
Calcium & Magnesium as Calcium	PPM	$\leq 1,500$	
Water Insolubles	%	$\leq 0.14$	
Moisture (Surface)	%	$\leq 4.30$	

- Note 1. By difference of impurities, moisture-free basis (ASTM Methods).

#### Physical Properties

- Range loose (pour) bulk density (g/ml): 0.95 - 1.40
- Range loose (pour) bulk density (lbs/cu.ft.): 59 - 87

#### Particle Size

<u>Screen</u>	<u>u/m</u>	<u>Range</u>	<u>Retained/Passing</u>
U.S.S. 1/2-in (12.5 mm opening)	%	$\leq 50$	Retained
U.S.S. 30 Mesh (600µm opening)	%	$\leq 27$	Passing

**Codes**

<u>Pack</u>	<u>Material Code</u>	<u>UPC</u>
Bulk	F132990000Z	N/A

**Plants**

- Glendale, AZ; Long Beach, CA; Port Canaveral, FL; Fairless Hills, PA; and Grantsville, UT

*The data provided herein is based on information we believe to be reliable. It is 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.*





# Common Salt without Additives

## Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).  
Date of Issue: 08/25/2023 Version: 1.0

## SECTION 1: IDENTIFICATION

### 1.1. Product Identifier

**Product Form:** Substance

**Product Name:** Common Salt without Additives

**Synonyms:** All purpose natural sea salt; All purpose Purex salt; Bulk Culinox 999 NC, Bulk extra coarse solar undried NC; Bulk KD Industrial Salt NC; Bulk Purex Salt NC; Bulk Rock salt NOC 17F NC; Bulk Rock WC extra coarse southern NC; Bulk Rock white crystal coarse southern NC; Bulk solar coarse salt undried NC, Bulk solar industrial crude salt NC; Bulk solar salt; Bulk solar WC extra coarse salt NC; Bulk solar white crystal coarse salt NC; Bulk solar white crystal medium salt NC; Bunny spool (plain salt), California pure coarse sea salt; California pure medium sea salt; California pure fine sea salt; Canning & Pickling Salt; Chemical Salt NOC (all) Coarse sea salt (F114100000x); 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; Extra coarse sea salt; Extra fine 50 sea salt; Extra fine 70 sea salt; Feed mixing salt; Fine solar salt (w/o YPS); Hi-Purity super soft salt extra coarse crystals; Himalayan pink salt; 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; Kleer fine salt; Kleer granulated salt; Medium sea salt; Mill run salt; Natural coarse sea salt; Northern fine +20 rock salt plain salt block; Northern Rock, F&R; Plain salt brick; Pool salt; Premium salt pellet Purex salt; Professional's choice pool salt; Professional pool salt; Professional water softener crystals; Pure and natural water softener crystals, PureSun culinary crystals; PureSun culinary crystals coarse; 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); Screened bulk solar undried salt NC; Sea salt (bagged, tote, grinder, grinder refill); Select extra coarse rock salt; Selet sea 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 (50lb); White crystal rock salt (all); White crystal solar salt (all); White crystal water softening solar salt (all); White pretzel salt (all)

### 1.2. Intended Use of the Product

Food, Feed and Chemical Processing, Water Conditioning; Ice Control and Chemical Feedstock

### 1.3. Name, Address, and Telephone of the Responsible Party

#### Company

Morton Salt, Inc  
444 W. Lake Street  
Chicago, Illinois 60606  
T: 312-807-2000

[www.mortonsalt.com](http://www.mortonsalt.com)

### 1.4. Emergency Telephone Number

**Emergency Number** : 312-807-2000

## SECTION 2: HAZARDS IDENTIFICATION

### 2.1. Classification of the Substance or Mixture

#### GHS-US/CA Classification

Not classified

### 2.2. Label Elements

#### GHS-US/CA Labeling

No labeling applicable

### 2.3. Other Hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

### 2.4. Unknown Acute Toxicity (GHS-US/CA)

No data available

# Common Salt without Additives

## Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

### SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

#### 3.1. Substance

Name : Common Salt without Additives

Name	Product Identifier	% *	GHS Ingredient Classification
Sodium chloride	(CAS-No.) 7647-14-5	100	Not classified

#### 3.2. Mixture

Not applicable

\*Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

### SECTION 4: FIRST AID MEASURES

#### 4.1. Description of First-aid Measures

**General:** Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

**Inhalation:** When symptoms occur: go into open air and ventilate suspected area. Obtain medical attention if breathing difficulty persists.

**Skin Contact:** Remove contaminated clothing. Drench affected area with water for at least 5 minutes. Obtain medical attention if irritation develops or persists.

**Eye Contact:** Rinse cautiously with water for at least 5 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention if irritation develops or persists.

**Ingestion:** Rinse mouth. Do NOT induce vomiting. Obtain medical attention.

#### 4.2. Most Important Symptoms and Effects Both Acute and Delayed

**General:** Not expected to present a significant hazard under anticipated conditions of normal use. Dust may cause mechanical irritation to eyes, nose, throat, and lungs.

**Inhalation:** Prolonged exposure may cause irritation.

**Skin Contact:** Prolonged exposure may cause skin irritation.

**Eye Contact:** May cause slight irritation to eyes.

**Ingestion:** Ingestion may cause adverse effects.

**Chronic Symptoms:** None expected under normal conditions of use.

#### 4.3. Indication of Any Immediate Medical Attention and Special Treatment Needed

If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

### SECTION 5: FIRE-FIGHTING MEASURES

#### 5.1. Extinguishing Media

**Suitable Extinguishing Media:** Use extinguishing media appropriate for surrounding fire.

**Unsuitable Extinguishing Media:** Do not use a heavy water stream. Use of heavy stream of water may spread fire.

#### 5.2. Special Hazards Arising From the Substance or Mixture

**Fire Hazard:** Product is not flammable.

**Explosion Hazard:** Product is not explosive.

**Reactivity:** Hazardous reactions will not occur under normal conditions.

#### 5.3. Advice for Firefighters

**Precautionary Measures Fire:** Exercise caution when fighting any chemical fire.

**Firefighting Instructions:** Use water spray or fog for cooling exposed containers.

**Protection During Firefighting:** Do not enter fire area without proper protective equipment, including respiratory protection.

**Hazardous Combustion Products:** Sodium oxides. Hydrogen chloride.

#### Reference to Other Sections

Refer to Section 9 for flammability properties.

### SECTION 6: ACCIDENTAL RELEASE MEASURES

#### 6.1. Personal Precautions, Protective Equipment and Emergency Procedures

**General Measures:** Avoid prolonged contact with eyes, skin and clothing. Avoid breathing dust.

##### 6.1.1. For Non-Emergency Personnel

**Protective Equipment:** Use appropriate personal protective equipment (PPE).

**Emergency Procedures:** Evacuate unnecessary personnel.

# Common Salt without Additives

## Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

### 6.1.2. For Emergency Personnel

**Protective Equipment:** Equip cleanup crew with proper protection.

**Emergency Procedures:** Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit. Ventilate area.

### 6.2. Environmental Precautions

Prevent entry to sewers and public waters.

### 6.3. Methods and Materials for Containment and Cleaning Up

**For Containment:** Contain solid spills with appropriate barriers and prevent migration and entry into sewers or streams.

**Methods for Cleaning Up:** Clean up spills immediately and dispose of waste safely. Recover the product by vacuuming, shoveling or sweeping. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill.

### 6.4. Reference to Other Sections

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

## SECTION 7: HANDLING AND STORAGE

### 7.1. Precautions for Safe Handling

**Precautions for Safe Handling:** Avoid prolonged contact with eyes, skin and clothing. Avoid breathing dust. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work.

**Hygiene Measures:** Handle in accordance with good industrial hygiene and safety procedures.

### 7.2. Conditions for Safe Storage, Including Any Incompatibilities

**Technical Measures:** Comply with applicable regulations.

**Storage Conditions:** Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from direct sunlight, extremely high or low temperatures and incompatible materials.

**Incompatible Materials:** Strong oxidizers. Bromine trifluoride. Molten lithium.

### 7.3. Specific End Use(s)

Food, Feed and Chemical Processing, Water Conditioning; Ice Control and Chemical Feedstock

## SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

### 8.1. Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), or Canadian provincial governments.

### 8.2. Exposure Controls

**Appropriate Engineering Controls:** Suitable eye/body wash equipment should be available in the vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed.

**Personal Protective Equipment:** Gloves. Protective clothing. Protective goggles.



**Materials for Protective Clothing:** Chemically resistant materials and fabrics.

**Hand Protection:** Wear protective gloves.

**Eye and Face Protection:** Chemical safety goggles.

**Skin and Body Protection:** Wear suitable protective clothing.

**Respiratory Protection:** If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

## SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

### 9.1. Information on Basic Physical and Chemical Properties

Physical State	: Solid
Appearance	: White
Odor	: Odorless
Odor Threshold	: Not available
pH	: $\approx 7$

# Common Salt without Additives

## Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

Evaporation Rate	: Not available
Melting Point	: Not available
Freezing Point	: Not available
Boiling Point	: Not available
Flash Point	: Not available
Auto-ignition Temperature	: Not available
Decomposition Temperature	: Not available
Flammability (solid, gas)	: Not available
Lower Flammable Limit	: Not available
Upper Flammable Limit	: Not available
Vapor Pressure	: Not available
Relative Vapor Density at 20°C	: Not available
Relative Density	: Not available
Specific Gravity	: 2.165
Solubility	: Water: > 99 %
Partition Coefficient: N-Octanol/Water	: Not available
Viscosity	: Not available

## SECTION 10: STABILITY AND REACTIVITY

- 10.1. **Reactivity:** Hazardous reactions will not occur under normal conditions.
- 10.2. **Chemical Stability:** Stable under recommended handling and storage conditions (see section 7).
- 10.3. **Possibility of Hazardous Reactions:** Hazardous polymerization will not occur.
- 10.4. **Conditions to Avoid:** Direct sunlight, extremely high or low temperatures, and incompatible materials.
- 10.5. **Incompatible Materials:** Strong oxidizers. Bromine trifluoride. Molten lithium.
- 10.6. **Hazardous Decomposition Products:** None expected under normal conditions of use.

## SECTION 11: TOXICOLOGICAL INFORMATION

### 11.1. Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified

Acute Toxicity (Dermal): Not classified

Acute Toxicity (Inhalation): Not classified

LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: Not classified (pH: ≈ 7)

Eye Damage/Irritation: Not classified (pH: ≈ 7)

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Injuries After Inhalation: Prolonged exposure may cause irritation.

Symptoms/Injuries After Skin Contact: Prolonged exposure may cause skin irritation.

Symptoms/Injuries After Eye Contact: May cause slight irritation to eyes.

Symptoms/Injuries After Ingestion: Ingestion may cause adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

### 11.2. Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Sodium chloride (7647-14-5)	
LD50 Oral Rat	3 g/kg
LD50 Dermal Rabbit	> 10000 mg/kg (Species: New Zealand White)

## SECTION 12: ECOLOGICAL INFORMATION

### 12.1. Toxicity

Ecology - General: Not classified.

Sodium chloride (7647-14-5)
-----------------------------

# Common Salt without Additives

## Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

LC50 Fish 1	5560 (5560 - 6080) mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [flow-through])
EC50 Daphnia 1	1000 mg/l (Exposure time: 48 h - Species: Daphnia magna)
LC50 Fish 2	12946 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])
EC50 Daphnia 2	340.7 (340.7 - 469.2) mg/l (Exposure time: 48 h - Species: Daphnia magna [Static])
NOEC Chronic Fish	252 mg/l (Species: Pimephales promelas)

### 12.2. Persistence and Degradability

Common Salt without Additives	
Persistence and Degradability	Not established.

### 12.3. Bioaccumulative Potential

Common Salt without Additives	
Bioaccumulative Potential	Not established.
Sodium chloride (7647-14-5)	
BCF Fish 1	(no bioaccumulation)

12.4. Mobility in Soil Not available

### 12.5. Other Adverse Effects

Other Information: Avoid release to the environment.

## SECTION 13: DISPOSAL CONSIDERATIONS

### 13.1. Waste treatment methods

**Waste Disposal Recommendations:** Dispose of contents/container in accordance with local, regional, national, territorial, provincial, and international regulations.

**Ecology - Waste Materials:** Avoid release to the environment.

## SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

- 14.1. In Accordance with DOT Not regulated for transport
- 14.2. In Accordance with IMDG Not regulated for transport
- 14.3. In Accordance with IATA Not regulated for transport
- 14.4. In Accordance with TDG Not regulated for transport

## SECTION 15: REGULATORY INFORMATION

### 15.1. US Federal Regulations

Sodium chloride (7647-14-5)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	

### 15.2. US State Regulations

Neither this product nor its chemical components appear on any US state lists, or its chemical components are not required to be disclosed

### 15.3. Canadian Regulations

Sodium chloride (7647-14-5)	
Listed on the Canadian DSL (Domestic Substances List)	

## SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

- Date of Preparation or Latest Revision : 08/25/2023
- Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR) SOR/2015-17.

*This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.*



### CERTIFICATION

The undersigned, being the Assistant Secretary of Morton Salt, Inc., a Delaware corporation (the "Company"), hereby certifies that:

- i. As of the date hereof, James Heard is President, Consumer of the Company;
- ii. Pursuant to the bylaws of the Company and the corporate resolutions adopted by the Board of Directors of the Company on April 1, 2025 appointing Mr. Heard as an officer of the Company, Mr. Heard is authorized to approve and execute, and to delegate his authority to execute, all bids, sales contracts and related documents for the sale of all Company packaged and bulk products, including culinary and specialty food salt, food seasonings, water softening salt, pool salt and ice melt and excluding bulk deicing products, and the bylaws and said resolutions remain in full force and effect as of the date hereof; and
- iii. Mr. Heard has delegated to **Robert A. Persichetti, Senior Director of Sales, B2B**, Mr. Heard's authority to execute all bids, sales contracts and related documents for the sale of all Company packaged or bulk products for business or industrial use including but not limited to, food salt, seasonings, and water softening salt, and excluding bulk deicing products, and a true and correct copy of the delegation of authority to Mr. Persichetti dated April 1, 2025 is attached as Exhibit A hereto and remains in full force and effect as of the date hereof.

DATED: **April 11, 2025**



Winnie Kuo  
Assistant Secretary  
Morton Salt, Inc.

## EXHIBIT A

### DELEGATION OF AUTHORITY

TO: Robert A. Persichetti  
Senior Director of Sales, B2B

Pursuant to the authority granted to me as an officer of Morton Salt, Inc. (the "Company") per the Bylaws of the Company and by the Resolutions adopted by the Board of Directors of the Company on April 1, 2025;

You are hereby designated as a person authorized to execute all bids, sales contracts and related documents for the sale of all Company packaged or bulk products for business or industrial use including but not limited to, food salt, seasonings, and water softening salt, and excluding bulk deicing products, where such bid, contract or document does not exceed **\$3,000,000 (Three Million USD)** in total contract value, defined as the amount of sales revenue for the entire contract term, not including any early termination rights or optional renewal terms); being subject to the limitations set forth in any applicable Board of Directors' Resolution or published Morton Salt, Inc. policy; and being in effect only for so long as you continue to hold your current title noted above, unless earlier superseded, amended or terminated.

Effective Date: April 1, 2025

A handwritten signature in black ink that reads "James Heard". The signature is written in a cursive, flowing style.

James Heard  
President, Consumer  
Morton Salt, Inc.



## 2025-013-NP Addendum 1

### Morton Salt, Inc.

### Morton Salt, Inc.

### Supplier Response

#### Event Information

Number: 2025-013-NP Addendum 1  
Title: Solar Salt (Bulk) Supply & Delivery  
Type: Invitation to Bid  
Issue Date: 3/17/2025  
Deadline: 4/14/2025 03:00 PM (ET)  
Notes: **Addendum 1 Issued 4/4/2025 to answer question as further detailed in addendum document. Open addendum document for details.**

The City of Boca Raton, Florida is accepting sealed Bids from qualified Bidders for the above in accordance with the specifications, terms and conditions contained in the Invitation to Bid (ITB).

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 (bulk) to be ordered on an as needed basis.

*Bidders are required to Bid on all items.*

Please log in to view and download the entire document. This ITB is available for electronic submission in accordance with the instructions identified in the Bid document.

For information concerning procedures for responding to the ITB, please contact Neil Phillips by email, [nphillips@bocaraton-fl.gov](mailto:nphillips@bocaraton-fl.gov).

Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum and shall be made in accordance with the Bid instructions.

The invitation to bid document is subject to change and it is the responsibility of all potential Bidders to monitor the website <https://brpurch.ionwave.net/Login.aspx> for any addendums prior to submitting your Bid.

*Note: For any questions submitted in the Bidding System, Bidders are requested only submit one question at a time to accurately track the questions submitted.*

*Note: When viewing the Bid, Bidders are requested to identify their intent to Bid. A response is not required, and Bidders may proceed to reviewing the Bid Attachments.*

*Public Solicitation Openings are held at City of Boca Raton City Hall, 201 W. Palmetto Park Road, Room 112, Boca Raton, FL 33432 on the Close Date & Time posted.*

## **Contact Information**

Contact: Neil Phillips Buyer  
Address: 201 West Palmetto Park Road  
Boca Raton, FL 33432-3795  
Email: [nphillips@myboca.us](mailto:nphillips@myboca.us)

## Morton Salt, Inc. Information

Contact: Mariola Cruz  
Address: 444 W LAKE ST, SUITE 2900  
CHICAGO, IL 60606  
Phone: (312) 807-3470  
Email: mcruz@mortonsalt.com

I hereby confirm authorized signature is as provided in the Bid response, Bidders Certification form

Robert Persichetti

Signature

Submitted at 4/14/2025 10:02:59 AM (ET)

bids@mortonsalt.com

Email

## Requested Attachments

### ITB 2025-013-NP Section II Bid Response

ITB 2025-013-NP Section II Bid Response - Morton Salt Inc. - signed.pdf

Bidder to upload Section II Bid Response here and include supporting documents within this upload.

### Proof of Insurability

FL City of Boca Raton COI.pdf

Bidder to submit/upload their proof of insurability as detailed in the Special Conditions with Bid response.

### Business Tax Receipt

No response

Bidder to submit copy/upload their current Business Tax Receipt for their business location. 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 award.

## Bid Attributes

### 1 Electronic Submittal – Validation of Company Name in eSourcing Portal

Bidder confirms that their Company Profile matches the Federal ID Number and name of Bidder as submitted in your uploaded Bid response and Bidder Certification Form. By clicking on the RESPONSE SUBMISSION tab in the eSourcing Portal, Bidder can review their profile name.

To check your Trade Name/Legal Name in the eSourcing Portal:

1. Click on the RESPONSE tab in the eSourcing Portal.
2. Review your Profile.
3. Any necessary Company name changes require an email request from the User with administrative rights within the eSourcing Portal to the Buyer, with the Name to be updated, supported by verifying documentation (Sunbiz, Articles of Incorporation, W-9, etc.) for review and validation.

☒ Confirmed; validated Company Name

## Bid Lines

### 1 Package Header

City of Boca Raton,  
WWTP

Quantity: 1200 UOM: Tons

Total: \$219,420.00

Item Notes: Estimated Annual Usage

## Package Items

### 1.1 Freight Charge Per Location

UOM: Per Ton

Price:

Total:

### 1.2 Unit Price (product only)

UOM: Per Ton

Price:

Total:

## 2 Package Header

City of Davie,  
WWTP

Quantity: 600 UOM: Tons

Total:

Item Notes: Estimated Annual Usage

## Package Items

### 2.1 Freight Charge Per Location

UOM: Per Ton

Price:

Total:

### 2.2 Unit Price (product only)

UOM: Per Ton

Price:

Total:

## 3 Package Header

City of Lantana,  
WWTP

Quantity: 1200 UOM: Tons

Total:

Item Notes: Estimated Annual Usage

## Package Items

### 3.1 Freight Charge Per Location

UOM: Per Ton

Price:

Total:

### 3.2 Unit Price (product only)

UOM: Per Ton

Price:

Total:

## 4 Package Header

City of Margate WTP,  
WWTP

Quantity: 750 UOM: Tons

Total:

Item Notes: Estimated Annual Usage

## Package Items

### 4.1 Freight Charge Per Location

UOM: Per Ton

Price:

Total:

### 4.2 Unit Price (product only)

UOM: Per Ton

Price:

Total:

## 5 Package Header

City of Pembroke Pines

Quantity: 800 UOM: Tons Total: \$146,280.00

Item Notes: Estimated Annual Usage

### Package Items

#### 5.1 Freight Charge Per Location

UOM: Per Ton Price: \$44.84 Total: \$44.84

#### 5.2 Unit Price (product only)

UOM: Per Ton Price: \$138.01 Total: \$138.01

## 6 Package Header

Village of Palm Springs

Quantity: 1200 UOM: Tons Total: \$219,420.00

Item Notes: Estimated Annual Usage

### Package Items

#### 6.1 Freight Charge Per Location

UOM: Per Ton Price: \$44.84 Total: \$44.84

#### 6.2 Unit Price (product only)

UOM: Per Ton Price: \$138.01 Total: \$138.01

## 7 Package Header

City of Boynton Beach

Quantity: 700 UOM: Tons Total: \$127,995.00

Item Notes: Estimated Annual Usage

### Package Items

#### 7.1 Freight Charge Per Location

UOM: Per Ton Price: \$44.84 Total: \$44.84

#### 7.2 Unit Price (product only)

UOM: Per Ton Price: \$138.01 Total: \$138.01

## 8 Bulk load Truck Delivery is how many tons?

*(Line excluded from response total)*

UOM: Tons Tons: \$25.00 Total: \$25.00

Manufacturer: Morton Salt, Inc.

Manufacturer #: F132990000Z Bulk Solar Industrial Crude Salt

Item Notes: In Manufacturer # field, enter the name of the product and/or the product number.

**Response Total: \$1,179,382.50**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2025

3/26/2025

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).

<b>PRODUCER</b> Lockton Companies, LLC Three City Place Dr., Ste. 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b>																					
<b>INSURED</b> 1492667 Morton Salt, Inc. 444 West Lake Street, Suite 2900 Chicago IL 60606	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>HDI Global Insurance Company</td><td>41343</td></tr><tr><td>INSURER B :</td><td>Starr Indemnity &amp; Liability Company</td><td>38318</td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	HDI Global Insurance Company	41343	INSURER B :	Starr Indemnity & Liability Company	38318	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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**COVERAGES****CERTIFICATE NUMBER:** 17554671**REVISION NUMBER:** XXXXXXXX

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	GLCD5717703S	4/30/2024	4/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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	N	N	1000679547241	4/30/2024	4/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B B B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	1000005331 (AOS) 1000005332 (Retro) 1000014082241 (OH Excess)	4/30/2024 4/30/2024 4/30/2024	4/30/2025 4/30/2025 4/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

City of Boca Raton is included as additional insured on a Primary and Non-contributory basis if required by written contract with respect to General Liability per the terms and conditions of the policy.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments**17554671**City of Boca Raton  
Purchasing Division /Room 105  
201 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

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POLICY NUMBER: GLCD5717703S

COMMERCIAL GENERAL LIABILITY

CG 20 01 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: GLCD5717703S

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
ANY AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT	ANY AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.