

Memo

To: Glenn Whitcomb, Deputy Utility Director
From: Kate Duffy, Purchasing Manager
Date: May 10, 2022
Re: Bid #22031 Chemical Removal or Repurpose

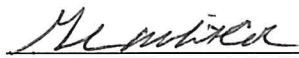
Two bids were received for Bid#22031 for Chemical Removal or Repurpose. The bids and the bid tabulation are attached. The low bid was \$248,780.50 from A-C-T Environmental & Infrastructure, Inc.

Please complete the below section and return it to me for Acting Public Works Director and Acting City Manager approval. Once it is signed, I will return it to you to do the agenda memo for Commission approval. If you have any questions, please let me know. Thanks.

Kate

APPROVAL OF AWARD TO:

A-C-T ENVIRONMENTAL



Deputy Utility Director

5/26/22

Date



Acting Public Works Director

5-26-22

Date



Acting City Manager

5/27/22

Date

BID TABULATION FOR BID#22031 CHEMICAL REMOVAL OR REPURPOSE

CONTRACTOR	TOTAL BID	
A-C-T Environmental & Infrastructure	\$ 248,780.50	(see exceptions)
Alpha Omega Training and Compliance Inc.	\$ 458,160.00	

Submit Bid to:**CITY OF DELTONA**

2345 Providence Blvd.
 Deltona, Florida 32725
Attn: Purchasing

**CLEARLY MARK SEALED ENVELOPE WITH
 BID NAME AND NUMBER**

**INVITATION
 TO BID# 22031
 FOR:**

**CHEMICAL REMOVAL OR
 REPURPOSE**

Contact:

Kate Duffy, CPPO, CPPB
 Purchasing Manager

Phone: (386) 878-8570

Fax: (386) 878-8571

EMAIL QUESTIONS TO:

E-Mail Address: kDuffy@deltonafl.gov

BIDDER NAME:_____

A-C-T Environmental & Infrastructure, Inc.

**MANDATORY PRE-BID MEETING: There is a
 mandatory pre-bid meeting on Thursday, April
 21, 2022 at 9:30 at** at the Eastern Wastewater
 Treatment Plant located at 301 11th Ave, Osteen Fl
 32764

BID DUE DATE & TIME:

**THURSDAY, MAY 5, 2022 AT 2:30 AT CITY HALL,
 1ST FLOOR CONFERENCE ROOM LOCATED AT
 2345 PROVIDENCE BOULEVARD, DELTONA,
 FLORIDA**

Location of Public Opening:

City of Deltona, 1st Floor Conference Room
 2345 Providence Blvd., Deltona, FL 32725

MAILING ADDRESS:_____

1875 W. Main Street, Bartow, FL 33830

Phone#: (863) 533-2000

Fax#: (863) 533-1991

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR
 BIDDERS**

BID FORM
BID #22031 CHEMICAL REMOVAL OR REPURPOSE

Removal and proper disposal or repurpose of the following chemicals. (All chemical volumes are approximate)

CHEMICAL	QUANTITY	UNIT	COST PER UNIT	TOTAL
Sodium Nitrite	4450	Gal.	\$ 14.91	\$ 66,349.50
Sodium Chlorite	1070	Gal.	\$ 14.66	\$ 15,686.20
Sulfuric Acid	4310	Gal.	\$ 19.60	\$ 84,476.00
Ferric Sulfate	1820	Gal.	\$ 13.19	\$ 24,005.80
Sodium Hydroxide	2800	Gal.	\$ 2.76	\$ 7,728.00
Polymer	450	Gal.	\$ 3.50	\$ 1,575.00
Polyaluminum Hydroxychloride	200	Gal.	\$ 18.70	\$ 3,740.00
Removal of hazardour storage tanks	7	ea	\$ 6,460.00	\$ 45,220.00
GRAND TOTAL				\$ 248,780.50

The contractor shall provide the City with Certificates of Disposal for all hazardous waste collected per event. The certificates shall indicate the type of hazardous waste, quantity,

EXCEPTIONS/CONDITIONS

1. Cost based on all reagents and tank rinseate to be contained within 275-gallon IBC Totes except for sodium hydroxide which will be handled in bulk.
2. Cost based on tanks being able to be moved from existing position out roll up door for destructive disassembly outside of building on property.
3. Cost based on sulfuric acid transportation and disposal with a concentration of <30% to <50%.
4. Cost based on ferric sulfate transportation and disposal with a concentration of <60% to <80%.
5. Cost does not include repairs to building roof vent line penetrations nor wall penetrations for tank fill lines..
6. Cost based on disassembly of level probes in the most expedient and direct manner possible with disconnection of power/signal lines at nearest pull box to the probe head.
7. Cost does not include handling, flushing, disassembly, or disposal of pump skids or piping.
8. Cost based on temporary storage on property of reagent filled 275-gallon IBC Totes during waste characterization and disposal acceptance period. Client to provide on site location for secure temporary storage of reagent filled IBC Totes.

HOLD HARMLESS AND INDEMNITY AGREEMENT

A-C-T Environmental & Infrastructure, Inc., agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.



CONTRACTOR

May 4, 2022

DATE

This Form Must Be Completed and Returned with your Submittal.

CITY OF DELTONA
BIDDER INFORMATION FORM

The information below is required to complete your bid packet. Type or print only.

Company Name: American Compliance Technologies, Inc. dba A-C-T Environmental & Infrastructure, Inc.

Address: Space Coast Region: 1855 Shepard Drive

City: Titusville

State: Florida

Zip Code: 32780

Phone Number: (800) 226-0911

Fax Number: (863) 533-1991

Project Contact: Ryan Swartz

e-mail address: ryan.swartz@a-c-t.com

Remittance (Payment) Mailing Information

Address: A-C-T Corporate Office, 1875 West Main Street

City: Bartow State: FL Zip Code: 33830

Phone Number: (863) 533-2000

Fax Number: (863) 533-1991

Project Contact: Accounting Department

e-mail address: AR@a-c-t.com

Federal Tax ID No.: 59-2855464

Tax ID Type: ☒ Federal Tax ID ☐ Social Security Number

This Form Must Be Completed and Returned with your Submittal.

Bid #22024 Chemical Removal or Repurpose

References

CUSTOMER NAME	CONTACT PERSON	TELEPHONE AND FAX NUMBER	SCOPE OF SERVICES PROVIDED/JOB NAME
Florida Chemical Company	Russell Eastham	(863) 294-8483 phone (863) 294-7783 Fax	tank cleaning & proper disposal of rinseate
Mosaic Fertilizer	Ann Wortman	(863) 255-4878 ()	RCRA & non-RCRA waste disposal, tank cleaning, industrial services
SSI Petroleum	Caleb Downing	(863) 278-6496 ()	tank cleaning, non-RCRA waste disposal, industrial services

Does Bidder have any similar work in progress at time of Bid Opening?

Yes

☒

No

☐

If "Yes", explain:

Mosaic: RCRA & non-RCRA waste disposal, tank cleaning, industrial services

References who are located in foreign countries are not acceptable.

This Form Must Be Completed and Returned with your Submittal.


DRUG-FREE WORK PLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that

A-C-T Environmental & Infrastructure, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed 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.

X 
Bidder's Signature

May 9, 2022

Date

This Form Must Be Completed and Returned with your Submittal, if applicable

Bid #22024 Chemical Removal or Repurpose

E-VERIFY FORM

Project Name:	Chemical Removal or Repurpose
Project No.:	Bid 22031

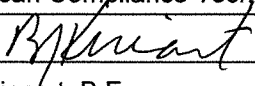
Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

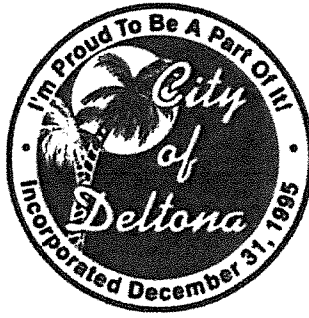
Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek; and
- c) Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. 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.

Company Name:	American Compliance Technologies, Inc. dba A-C-T Environmental & Infrastructure, Inc.
Authorized Signature:	
Print Name:	R. Jeffrey Kincart, P.E.
Title	Vice President
Date:	May 9, 2022
Phone:	(863) 533-2000
Email:	estimating@a-c-t.com
Website:	www.a-c-t.com

Bid #22024 Chemical Removal or Repurpose

(revised to correct Bid# and title)



**(revised) ADDENDUM #1 TO BID#22031
CHEMICAL REMOVAL OR REPURPOSE
April 29, 2022**

This addenda extends the bid due date until Tuesday, May 10, 2022 at 2:30 in the 1st floor conference room located at City Hall, 2345 Providence Blvd., Deltona, FL 32725.

This addenda is also being issued to answer the below questions and to include five chemical tank engineering drawings and Safety Data Sheets.

1. Can you please provide Safety Data Sheets (SDSs) for each of the chemicals on the bid form? All SDS's sheets are included in this addenda
2. Can we have a copy of the attendance sheet for the mandatory pre-bid meeting held today? It has been posted on www.demandstar.com
3. Are there restrictions on work time with regard to days of week and time of day? Day shift hours are 07:00 till 17:30
4. Will City require salvage of any electronic components on or within the tank systems? There are level indicators on each tank which will have to be disconnected and salvaged
5. Can the City please provide dimensions of access doors for the building the tanks are stored in? 14' wide 16' tall
6. Can the City provide information on the construction of the poly tanks? (e.g., are the tanks double walled?) The tanks are double walled, design drawings are included in this addenda
7. On page 3 of the bid documents it states that Award Term is for 3 years with two additional 1 year periods. Please explain? This addenda changes the award term to read: This bid shall remain open throughout the duration of the project
8. Does the City have a date that the work has to be completed by? Provide the number of days from award to completion at the end of this addenda.
9. Shall associated tank piping be flushed? Yes, any piping that cannot be removed will need to be flushed.
10. Does the contractor need to remove vent lines from the tanks? Yes
11. Does the contractor need to remove product fill lines? Yes
12. Does the contractor need to remove piping? Yes, all piping associated with the chemical system.

13. All associated pumps will be left onsite? Yes, pumps and pump skids will remain onsite.
14. Does the city have an electrician to lock out associated electrical or should the contractor provide their own LOTO? Contractor will provide their own LOTO, assistance will be available if needed.
15. Can you provide SDS sheets for each of the chemicals? I will post with addenda
16. Is there a time frame to complete the work? Deadline of September 30th?
17. Can partial invoices be submitted if required? The City accepts invoices for work completed and accepted by the City.
18. Can bids be submitted electronically? No electronic bids will be received for

Contractor: Answer the following question:

How long will it take to complete the project from the time it is awarded?

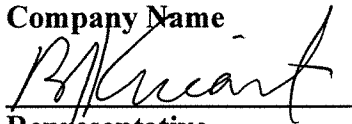
30 Days

This Form Must Be Completed and Returned with your Submittal.

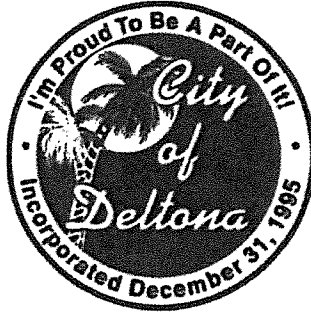
I hereby confirm that I am authorized to submit this addendum on behalf of:

A-C-T Environmental & Infrastructure, Inc.

Company Name


Representative

05/09/2022
Date



ADDENDUM #1 TO BID#22012
Fire Station 61 Training Room Renovations
November 17, 2021

This addenda extends the bid due date until Tuesday, May 10, 2022 at 2:30 in the 1st floor conference room located at City Hall, 2345 Providence Blvd., Deltona, FL 32725.

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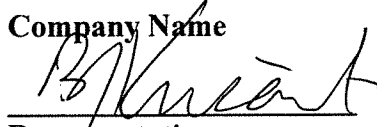
30 Days

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I hereby confirm that I am authorized to submit this addendum on behalf of:

A-C-T Environmental & Infrastructure, Inc. _____

Company Name


Representative

05/09/2022
Date



AMERCOM-02

BLUDWIG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2021

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

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

PRODUCER Florida Insurance Center, Inc. 414 N Alexander St Plant City, FL 33563	CONTACT NAME: Brian Ludwig	
	PHONE (A/C, No, Ext): (813) 754-3561 FAX (A/C, No):	
	E-MAIL ADDRESS: brian@floridainsurancecenter.com	
INSURED American Compliance Technologies Inc, A-C-T Environmental Solutions Inc Dba A-C-T Environmental & Infrastructure Inc 1875 W Main St Bartow, FL 33830-7718	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Underwriters at Lloyds	
	INSURER B : Westfield Insurance Company	24112
	INSURER C : Bridgefield Employers Ins Co	10701
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liab & Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ENC0005256-02	11/8/2021	11/8/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 CONTRACT LIAB \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CMM4993818	11/8/2021	11/8/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ENX0005257-02	11/8/2021	11/8/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0830-46953	12/25/2021	12/25/2022	<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
B	Equipment Floater			CMM4993818	11/8/2021	11/8/2022	Limit \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability policy also includes coverage for Contractors Pollution Liability and Professional Liability. Professional Liability is claims made and includes a Retro Date of 5/29/92 with a per Occurrence and Per Claim limit. These policies includes their own separate limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate. The Umbrella policies also provides additional coverage limits for the Contractors Pollution Liability and Professional Liability as well as it follows form on the General Liability policies listed.

Blanket additional insured applies to the general liability and professional and contractors pollution liability and auto liability with a waiver of subrogation on all policies listed above including the work comp. Coverage is primary and non-contributory as per written contract. 30 day cancellation applies except 10 day for non-payment.

CERTIFICATE HOLDER

CANCELLATION

For Bid Purposes Only

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

State of Florida

Department of State

I certify from the records of this office that AMERICAN COMPLIANCE TECHNOLOGIES, INC. is a corporation organized under the laws of the State of Florida, filed on November 9, 1987.

The document number of this corporation is K01114.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on March 14, 2022, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourteenth day of March,
2022*



Randy Be
Secretary of State

Tracking Number: 2655851379CC

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

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

State of Florida

Department of State

I certify from the records of this office that A-C-T ENVIRONMENTAL & INFRASTRUCTURE, INC. is a corporation organized under the laws of the State of Florida, filed on January 10, 2011, effective January 6, 2011.

The document number of this corporation is P11000003097.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on March 14, 2022, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourteenth day of March,
2022*



Randy Be
Secretary of State

Tracking Number: 9788870066CC

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

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



DIVISION of
CORPORATIONS
an official State of Florida website

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[Fictitious Name Search](#)

[Filing History](#)

Fictitious Name Detail

Fictitious Name

A-C-T ENVIRONMENTAL & INFRASTRUCTURE, INC.

Filing Information

Registration Number G12000048119
Status ACTIVE
Filed Date 05/24/2012
Expiration Date 12/31/2022
Current Owners 1
County POLK
Total Pages 2
Events Filed 1
FEI/EIN Number 59-2855464

Mailing Address

1875 WEST MAIN STREET
BARTOW, FL 33830

Owner Information

AMERICAN COMPLIANCE TECHNOLOGIES, INC.
1875 WEST MAIN STREET
BARTOW, FL 33830
FEI/EIN Number: 59-2855464
Document Number: K01114

Document Images

[05/24/2012 -- Fictitious Name Filing](#)

[04/25/2017 -- RENEWAL](#)

[Previous on List](#) [Next on List](#) [Return to List](#)

[Fictitious Name Search](#)

[Filing History](#)



FLORIDA DEPARTMENT OF Environmental Protection

Office of Emergency Response
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 659
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Interim Secretary

6/21/2021

American Compliance Technologies, Inc.
Mr. Robert O. Kincart
1875 West Main Street
Bartow, FL 33830

RE: Renewal of Certificate for Discharge Cleanup Organization

Dear Mr. Kincart:

You are currently listed as an Approved Discharge Cleanup Organization (DCO) for the State of Florida. We are extending the expiration date of your DCO Certificate to **June 30, 2022**. Please notify this office of any significant changes in your capabilities as a DCO, as well as, changes in addresses, phone numbers, or contacts.

Retain a copy of this letter with your most current DCO certificate as evidence of your certification status. If you have any questions, or wish to provide updates, please contact Mr. Shane Gibbs at (850) 245-2872 or via email at Shane.Gibbs@dep.state.fl.us. You may also contact your District Emergency Response Manager to address any questions or issues regarding this program.

Sincerely,

A handwritten signature in cursive script that reads "Mary Alice McElheney".

Mary Alice McElheney, Assistant Deputy Secretary
Regulatory Programs

Licensee

Name:	KINCART, ROBERT OWEN	License Number:	PCC048392
Rank:	Certified Pollutant Storage Contractor	License Expiration Date:	08/31/2022
Primary Status:	Current	Original License Date:	07/29/1989
Secondary Status:	Active		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
	Current, Active	AMERICAN COMPLIANCE TECHNOLOGIES INC	Primary Qualifying Agent for Business	02/21/2001	Construction Business Information	



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

HAZARDOUS WASTE TRANSPORTER CERTIFICATE OF APPROVAL

This is to certify that the carrier specified below has been approved as a hazardous waste transporter in Florida. The terms and conditions of this certificate require that the holder comply with all applicable portions of Chapter 62-730, Florida Administrative Code. This certificate shall be rendered null and void if any information contained within becomes obsolete. The certificate shall remain valid through the expiration date specified below.

TRANSPORTER: ACT Environmental & Infrastructure Inc

FACILITY ID NO: FLR000011049

FACILITY ADDRESS: 1875 W Main St
Bartow, FL 33830-7718

EXPIRATION DATE: June 30, 2023

APPROVED TRANSFER FACILITY: NO

APPROVAL ISSUED BY: Susan L Horlick DATE: March 14, 2022

Susan Horlick
Environmental Specialist III
Hazardous Waste Regulation Section
850/245-8778



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2021-2022**

Registrant: AMERICAN COMPLIANCE TECHNOLOGIES INC

ATTN: Pam Merashoff
1875 W MAIN STREET
Bartow, FL 33830

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 052621550044D Effective: July 1, 2021 Expires: June 30, 2022

HM Company ID: 31062

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Interim Secretary

June 22, 2021

Ashley Shive
ACT Environmental & Infrastructure Inc
1875 W Main St
Bartow, FL 33830- 7718

BE IT KNOWN THAT

ACT Environmental & Infrastructure Inc
1875 W Main St
Bartow, FL 33830- 7718

IS HEREBY REGISTERED AS A USED OIL

Transporter, Transfer Facility, Filter Transporter, Filter Transfer Facility

pursuant to Chapter 62-710, Florida Administrative Code (F.A.C)

For regulatory guidance, go to:

http://www.dep.state.fl.us/waste/categories/used_oil/default.htm

The Department of Environmental Protection hereby issues

Registration Number **FLR000011049** on June 22, 2021

Transporter Type: **FH**

This registration will expire on 6/30/2022

This certificate documents receipt of your annual registration and annual report. It shall be displayed in a prominent place at your facility. This certificate and your cancelled check are your receipts.

A handwritten signature in black ink that reads "Janet E. Ashwood".

Janet Ashwood
Environmental Consultant
Waste Compliance Assistance Program



Florida Department of Environmental Protection

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Southwest District Office
13051 North Telecom Parkway, Suite 101
Temple Terrace, Florida 33637-0926

Noah Valenstein
Secretary

PERMITTEE

American Compliance Technologies, Inc.
1875 W. Main Street
Bartow, Florida 33830

Attn: Mr. Robert Kincart,
President

PERMIT/CERTIFICATION

WACS ID No: SWD/53/51498
Permit No: 75093-007-SO/31
Date of Issue: February 2, 2018
Expiration Date: February 1, 2023
County: Polk
Lat/Long: 27°53'43"N
81°51'56"W
Sec/Town/Rge: 01/30S/24E
Project: A-C-T Materials Processing
Facility

This permit is issued under the provisions of Chapter 403, Florida Statutes, and Florida Administrative Code Rule(s) 62-3, 62-4, 62-330, 62-522, 62-550, 62-701, 62-730, 62-770 and 62-713. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing(s), plans and other documents, attached hereto or on file with the Department and made a part hereof and specifically described as follows:

To operate a waste processing facility, referred to as the A-C-T Materials Processing Facility, for the processing, consolidation and bulking of non-hazardous solid waste materials, subject to the specific and general conditions attached, located at **1875 W. Main Street (on SR 60, west of Bartow), Bartow, Polk County, Florida**. The specific conditions attached are for the operation of:

1. Waste Processing Facility

Replaces Permit Number: 75093-006-SO/31

Attachment 1 summarizes submittals and associated due dates to the Department required throughout the Specific Conditions of the permit.



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

02/25/2022

Ashley Shive
ACT Environmental & Infrastructure Inc
1875 W Main St
Bartow, FL 33830-7718

The Florida Department of Environmental Protection has reviewed your application for registration as a transporter or handler for universal waste lamps and devices destined for recycling. Based on the information received, the facility located at **1875 W Main St, Bartow, FL 33830-7718** has been registered through **March 1, 2023** with the following status:

Facility ID # **FLR000011049**
Transporter of Universal Waste Lamps and Devices
Transfer Facility for Universal Waste Lamps
Transfer Facility for Universal Waste Devices
Small Quantity Handler Facility for Universal Waste Lamps and Devices
(Less than 2,000kg of Lamps (8,000) and/or 100kg of Devices at any one time)

Requirements for packaging, training and recordkeeping for transporters and handlers of universal waste lamps or devices destined for recycling are contained in Chapter 62-737, Florida Administrative Code (F.A.C.). These requirements are simple, flexible, and make good business and environmental sense. The requirements and fact sheets summarizing them can be found on the following website: <http://www.dep.state.fl.us/waste/categories/mercury/pages/registration.htm>

This registration does not allow you to transport or handle universal waste lamps or devices which are destined for landfill or any other disposal. The transportation or handling of universal waste lamps or devices destined for disposal is subject to our hazardous waste management regulations under Chapter 62-730, Florida Administrative Code (F.A.C.).

The renewal notice for this registration will be sent to the contact person on your application. If any of your facilities information changes, please notify the Department using the Florida Notification of Regulated Waste Activity, DEP Form 62-730.900(1)(b), F.A.C.

If you have any questions, you may contact me at (850)245-8705 or Jeff.Greg@dep.state.fl.us.

Sincerely,

Jeff Greg
Environmental Manager
Hazardous Waste Regulation Section

<p>Submit Bid to:</p> <p>CITY OF DELTONA</p> <p>2345 Providence Blvd. Deltona, Florida 32725 Attn: Purchasing</p> <p>CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER</p>	<p>INVITATION TO BID# 22031 FOR:</p> <p>CHEMICAL REMOVAL OR REPURPOSE</p>
<p><u>Contact:</u></p> <p>Kate Duffy, CPPO, CPPB Purchasing Manager Phone: (386) 878-8570 Fax: (386) 878-8571</p> <p>EMAIL QUESTIONS TO: E-Mail Address: kDuffy@deltonafl.gov</p>	<p>BIDDER NAME:_____</p> <p>Alpha Omega Training and Compliance Inc.</p> <p>_____</p>
<p>MANDATORY PRE-BID MEETING: There is a mandatory pre-bid meeting on Thursday, April 21, 2022 at 9:30 at at the Eastern Wastewater Treatment Plant located at 301 11th Ave, Osteen Fl 32764</p> <p>BID DUE DATE & TIME: THURSDAY, MAY 5, 2022 AT 2:30 AT CITY HALL, 1ST FLOOR CONFERENCE ROOM LOCATED AT 2345 PROVIDENCE BOULEVARD, DELTONA, FLORIDA</p>	<p>MAILING ADDRESS:_____</p> <p>PO Box 236727 Cocoa, FL 32923</p> <p>_____</p> <p>Phone#: 321-445-9845</p> <p>Fax#: 321-989-0322</p>
<p><u>Location of Public Opening:</u></p> <p>City of Deltona, 1st Floor Conference Room 2345 Providence Blvd., Deltona, FL 32725</p>	

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR
BIDDERS**

Bid #22024 Chemical Removal or Repurpose

These documents constitute the complete set of terms and conditions, specification requirements, and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. Bidders shall submit three (3) complete sets (one [1] original and two [2] copies) of their bid, complete with all supporting documentation. **SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER.** Bids which do not comply with these requirements may be rejected at the option of the City.

CONTACT: All prospective bidders are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR another member of the City's Purchasing Division regarding this Invitation to Bid or their bid proposal at any time during the bid process. Any such contact shall be cause for rejection of your bid proposal. The Bid process is not over until an award is made.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

EXECUTION OF BID: Bid must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly sign the Bid shall invalidate same, and it shall not be considered for award. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

BIDDER INFORMATION: Bidder shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the Bidder Information Sheet, whichever part applies, and include with their bid submittal.

JOINT VENTURES: Bids submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this Invitation to Bid.

NO BID: If not submitting a bid, respond by returning only the Statement of No Bid, and give the reason in the space provided. Failure to respond three (3) times in succession without justification may be cause for removal of the Bidders name from the mailing list.

BID OPENING: Shall be public, at the above address, on the date and at the time specified above. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will

be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Finance Department serve as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are **not** acceptable. A bid may **NOT** be altered by the Bidder after opening of the bids. Bid tabulations will be furnished upon written request which includes a self-addressed, stamped envelope.

Persons with disabilities needing assistance to participate in the Public Bid Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-561-2100.

TAXES: The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Bidder. Vendors/contractors doing business with the City 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.

CERTIFICATES

The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, Federal Employee Identification Number.

DISCOUNTS: Cash discounts for prompt payment shall **not** be considered in determining the lowest net cost for bid evaluation purposes.

MISTAKES: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total

offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

AWARD TERM Bid shall remain open for a period of three years with the option to renew for two additional one year periods for any additional work that may be needed at the unit pricing bid.

PRICE REDETERMINATION The Contractor may petition the Purchasing Manager for price redetermination within forty-five (45) days of the expiration of each term of the contract. Any price redetermination will include all items awarded. If the City and the Contractor cannot agree on any price redetermination, then the contract will expire. *(See other conditions under Special Terms and Conditions)*

UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Seller's cost in providing the required items or services, then the Seller may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Seller, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. 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 City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Seller with no penalty to the City or Seller. The Seller shall fill all City requirements submitted to the Seller until the termination date contained in the notice.
2. The City requires the Seller to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Seller in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Seller in default and disqualifying him for receiving any business from the City for a state period of time.
4. If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Seller

receives notice in writing signed by a person authorized to bind the City in such matters.

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

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; be clearly marked as "partial", "complete" or "final" invoice. The City will accept partial deliveries.
- c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).
- d. The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the Bid Response Form.

GENERAL: The City of Deltona, having limited storage facilities, requires the service of private firms to provide materials, supplies and/or services on an as needed basis, as indicated herein, to support the City's needs.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

INTERPRETATIONS: All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent

decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing (facsimile transmission acceptable (386) 789-7230, and received by the City at least seven (7) calendar days prior to the Bid Opening. Inquires shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of, or changes to, the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders through DemandStar. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda or addendum acknowledgment with their bid.

ADDENDUM: The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to Bid Documents, in the form of a written addendum. Should revisions to the Bid Documents become necessary, the City will post a written addendum to the DemandStar website which will go out to all Bidders who received a bid package through DemandStar. All addendum are posted to the DemandStar website and current planholders are notified that an addendum has been issued. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Manager in order to be placed on the DemandStar website as a bid holder in order to receive any forthcoming addenda or other official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. It is the vendor's responsibility to check the DemandStar website at www.demandstar.com in order to be sure latest addendum and any prior addendum have been received.

PROTESTS: Any Bidder who disputes the bid selection or contract award recommendation shall file such protest according to the bid protest procedures. These procedures are available upon request from the City.

CONFLICT OF INTEREST: All Bidders must disclose with their bid the name of any officer, director, or Agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

LEGAL REQUIREMENTS: Bidders are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

DRUG-FREE WORKPLACE: Preference shall be given to business with Drug-Free Work Place (DFW) 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, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties on DemandStar. Failure to file a protest to Purchasing within the time prescribed in the CITY's Purchasing Manual, shall constitute a waiver of proceedings.

AWARD: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, award or eliminate an portion of the bid, and may, at it's sole discretion, request a re-bid, or abandon the project in it's entirety. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

EEO STATEMENT: The City is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

CONTRACTUAL AGREEMENT: The contents of this Bid and all provisions of the successful bid proposal deemed pertinent by the City may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, may or may not be issued. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be County of Volusia, Florida.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify Purchasing at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PERMITS/LICENSES/FEES: Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made.

Adherence to all applicable code regulations (Federal, State, City, City) are the responsibility of the Contractor.

INDEMNIFICATION: The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used 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 cost arising from the use of such design, device, or materials in any way involved in the work.

ADVERTISING: In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

ASSIGNMENT: Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Finance Department.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

RESPONSIBILITY: A Bidder must have at the time of bid opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product bid, and capable of producing or providing the items bid, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request.

FACILITIES: The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

DISQUALIFICATION OF BIDDER: More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be

involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

ADJUSTMENTS / CHANGES / DEVIATIONS: No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the City's Finance Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

PUBLIC RECORDS: Upon award recommendation or thirty (30) days after opening, whichever is earlier, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

Bids may be reviewed at City Hall, 2345 Providence Blvd., Deltona, FL 32725.

BID PREPARATION COSTS: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

ACCEPTANCE / REJECTION: The City of Deltona reserves the right to accept or reject any or all bids and to make the award to that Bidder, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Deltona also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City of Deltona reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The City of Deltona reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

Scope of Work

BID #22031

Chemical Removal or Repurpose Scope of Work

Background Statement

The purpose of this bid is to provide the City of Deltona with a turn key disposal, transfer and removal of unused hazardous chemicals and holding tankage.

1.0 Scope of Work

1.1.1 Objective: The scope of work will provide the City of Deltona with hazardous Chemical disposal or transfer services. Services include pick-up, transportation, labeling, analyses, fate determination, documentation, and audit trails until ultimate treatment, disposal or transfer of hazardous chemicals.

All documentation and reporting requirements for hazardous and toxic waste disposal is to be accomplished by the contractor, with copies provided to the City of Deltona. The contractor is to be held responsible for the waste from the accumulation point until its ultimate disposal or transfer, including its proper handling, identification, transportation, packaging, labeling and all paperwork required. The contractor is responsible for the removal and proper disposal or repurposing of contaminated tankage.

1.1.2 In Scope

Actions the contractor may be required to perform include, but are not necessarily limited to, the following tasks:

Removal and proper disposal or repurpose of the following chemicals. (All chemical volumes are approximate)

- Sodium Nitrite – 4,450 gallons
- Sodium Chlorite – 1,070 gallons
- Sulfuric Acid – 4,310 gallons
- Ferric Sulfate – 1,820 gallons
- Sodium Hydroxide – 2,800 gallons
- Polymer – 450 gallons
- Polyaluminum Hydroxychloride – 200 gallons
- Removal of the hazardous storage tanks

The contractor shall provide the City with Certificates of Disposal for all hazardous waste collected per event. The certificates shall indicate the type of hazardous waste, quantity, method of disposal and the final destination of the waste. These certificates shall be provided to the City within one hundred eight (180) calendar days of completion of the event.

The Contractor shall comply with all State, Federal and local rules, ordinances and the latest edition of regulations relating to buildings, employment, the preservation of public health and safety, and so forth. Notify area utility companies before beginning work, in accordance with state and local regulations. All

Bid #22024 Chemical Removal or Repurpose

necessary permits or certificates of inspection shall be paid for and obtained by the Contractor. All applicable federal, state and local laws, ordinances, rules and regulations are deemed to be included herein the same as though written in full. The Contractor shall comply with all authorities having jurisdiction over the work. Damages, penalties and/or fines imposed on or incurred by the County or the contractor for failure to obtain and keep current any required licenses or permits, or to comply with any law, ordinance, rule, code, regulation or special condition applicable to the contract or directly or indirectly relating to or resulting from the handling, identification, packaging, labeling, transportation, or disposal of all materials handled or managed by the contractor shall be borne by the contractor.

The contractor shall only deliver hazardous material for treatment and/or disposal to destination facilities which have obtained and maintained in force a permit from the Environmental Protection Agency ("EPA") or from an Authorized State and which is defined as a Treatment, Storage, and Disposal Facility ("TSDF") as identified in 40 CFR 264. The bidder shall identify in its proposal the names, addresses, EPA Identification Number the contact person, telephone number, and e-mail address of the facility which it will utilize for treatment and/or disposal of hazardous material identified in the specifications.

**BID FORM
BID #22031 CHEMICAL REMOVAL OR REPURPOSE**

Removal and proper disposal or repurpose of the following chemicals. (All chemical volumes are approximate)

CHEMICAL	QUANTITY	UNIT	COST PER UNIT	TOTAL
Sodium Nitrite	4450	Gal.	\$ 31.00	\$ 137,950.00
Sodium Chlorite	1070	Gal.	\$47.00	\$ 50,290.00
Sulfuric Acid	4310	Gal.	\$18.00	\$ 77,580.00
Ferric Sulfate	1820	Gal.	\$ 27.00	\$ 49,140.00
Sodium Hydroxide	2800	Gal.	\$ 20.00	\$ 56,000.00
Polymer	450	Gal.	\$22.00	\$ 9,900.00
Polyaluminum Hydroxychloride	200	Gal.	\$40.00	\$8,000.00
Removal of hazardour storage tanks	7	ea	\$9,900.00	\$ 69,300.00
GRAND TOTAL				\$ 458,160.00

The contractor shall provide the City with Certificates of Disposal for all hazardous waste collected per event. The certificates shall indicate the type of hazardous waste, quantity,

INSURANCE REQUIREMENTS

WORKERS' COMPENSATION

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident, \$200,000 each employee, \$500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$250,000.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

EVIDENCE OF INSURANCE

The Contractor shall furnish the City of Deltona with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Deltona is to be specifically included as an additional insured on all policies except Workers' Compensation and an endorsement to the liability insurance is required. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Deltona before the commencement of any work activities. Contractor shall have all applicable licenses and insurance required to perform this work.

The terms of the AGREEMENT shall be for a period of one (1) year from date of AGREEMENT. This AGREEMENT may, by mutual assent of all parties, be extended for three (3) additional one year periods; not to exceed 48 months in total. At the end of the first 12 month period, the contractor will be solicited for an extension with all terms, conditions and pricing remaining. If the contractor requests any changes in same, said changes may require City Manager approval or rejection. At such time, staff may be requested to either re-issue a new BID or accept the changes as requested if they are within reason and market value.

The City of Deltona reserves the right to cancel any agreement, or any part thereof without obligation if completion is not made within the time specified. Any work performed after cancellation of order(s) will at the contractor's expense.

Please be advised that the City of Deltona will not prepay for work. Invoices may be submitted upon completion and acceptance of deliverables and will be paid upon submission of a complete invoice to the Department of Finance and Internal Services, 2345 Providence Blvd., Deltona, FL 32725.

Bid #22024 Chemical Removal or Repurpose

Irrevocable Offer: Bidder warrants by virtue of bidding that the prices bid shall remain firm and be considered an irrevocable offer for a period of sixty (60) days, during which time one or more of the bids received may be accepted by the City of Deltona.

Compliance with Laws, Regulations, Codes, Etc.:

The contractor is required to comply with all present and future valid laws, ordinances, codes and regulations of the Federal Government, State of Florida, County of Volusia, City of Deltona and agencies thereof relating to the premises including, but not limited to, those applicable to health and sanitary conditions and safety and fire prevention. Any permits necessary will be the responsibility of the contractor to obtain from the proper agency, paying the fees directly to that agency.

Federal and State Taxes:

The City is exempt from payment of Florida State Sales and User Taxes. The City will sign an exemption certificate submitted by the contractor. The contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the contractor authorized to use the City's Tax Exempt Number in securing such materials, or product.

The contractor shall be responsible for their portion of payment for its own employees FICA and Social Security benefits with respect to the resulting **AGREEMENT**.

Severability:

If any term or provision of the resulting **AGREEMENT**, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the **AGREEMENT** or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the **AGREEMENT** shall be deemed valid and enforceable to the extent permitted by law.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
4. Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and

Bid #22024 Chemical Removal or Repurpose

remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies, under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid. This agreement in no way restricts or interferes with the right of any governmental agency to rebid any or all items.

REFERENCES

Bidder must submit with the bid, three (3) references (form attached) for projects of similar scope to include: Point of contact and telephone number. Failure to provide this information with the bid may result in bid being declared non-responsive.

Submittals:

All submittals are REQUIRED and must be submitted with the bid package at the time of the bid opening to be considered a responsive bidder.

Bidders shall submit a detailed statement of explanation for each item where the quoted product deviates from the Scope of Services requested in this bid. Failure to comply may be cause for rejection

- Questions regarding this bid are to be addressed in writing to:

Kate Duffy, CPPO, CPPB
Purchasing Manager
2345 Providence Blvd.
Deltona, FL 32725
E-Mail Address: kDuffy@deltonafl.gov
Or Fax: (386) 878-8571

TIE ON UNIT PRICE OR BID: Should there be a tie on either the unit price (if awarded on a per item basis) the deadlock will be decided upon using the following order:

- a. Companies who certify they are a drug-free workplace.
- b. Companies located in Volusia County, Florida.
- c. Companies located in Florida.
- d. All else being equal, both companies will be asked to submit a final bid in a sealed envelope.

The City of Deltona further reserves the right to be the final judge of what is considered equal and hold the bid open for a 90-day period if award is not made on the date specified.

Fireworks Bid Evaluation and Award: The City of Deltona, at its sole discretion reserves the right to waive all technicalities or irregularities to reject any and all bids and/or accept the bid which is in the best interest of the City.

Bid #22024 Chemical Removal or Repurpose

The Award, if made, may be based upon considerations including but not limited to: **Quantity of fireworks offered, quality of product, variety of effects, experience and/or qualifications of the bidder. Good references from prior customers with similar budgets to that of the City or any other quality that may be deemed desirable and beneficial to the City.**

CONTACT: All prospective proposers are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR a member of the Purchasing staff regarding this Request for Proposals or their response at any time during the BID process. Any such contact shall be cause for rejection of your submittal.

HOLD HARMLESS AND INDEMNITY AGREEMENT

Alpha Omega Training and Compliance Inc, agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.



CONTRACTOR

5-10-2022
DATE

This Form Must Be Completed and Returned with your Submittal.

CITY OF DELTONA
BIDDER INFORMATION FORM

The information below is required to complete your bid packet. Type or print only.

Company Name: Alpha Omega Training and Compliance Inc

Address: 1445 Cox Rd

City: Cocoa

State: FL

Zip Code: 32926

Phone Number: 321-445-9845

Fax Number: _____

Project Contact: Kirk Kraus

e-mail address: kkraus@a-otc.com

Remittance (Payment) Mailing Information

Address: PO Box 236727

City: Cocoa State: FL Zip Code: 32923

Phone Number: 321-445-9845

Fax Number: _____

Project Contact: Jessica Witcher

e-mail address: jwitcher@a-otc.com

Federal Tax ID No.: 26-4217438

Tax ID Type: ☒ Federal Tax ID ☐ Social Security Number

This Form Must Be Completed and Returned with your Submittal.

Bid #22024 Chemical Removal or Repurpose

References

CUSTOMER NAME	CONTACT PERSON	TELEPHONE AND FAX NUMBER	SCOPE OF SERVICES PROVIDED/JOB NAME
Town of Jupiter	Chris McKenzie	(561) 741-2605 ()	Cleaning of 93% sulfuric acid tanks
Boston Whaler	Ray Brennan	(386) 428-0057 ()	Cleaning of Resin tanks
Everglade Boats	Carl Leiningner	(386) 689-5235 ()	Cleaning of Resin tanks

Does Bidder have any similar work in progress at time of Bid Opening?
If "Yes", explain:

Yes

☐

No

☒

References who are located in foreign countries are not acceptable.

This Form Must Be Completed and Returned with your Submittal.

DRUG-FREE WORK PLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that

Alpha Omega Training and Compliance Inc

does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed 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.

X



Bidder's Signature

5-10-2022

Date

This Form Must Be Completed and Returned with your Submittal, if applicable

Bid #22024 Chemical Removal or Repurpose

Statement of No Bid
Bid No. 22031
CHEMICAL REMOVAL OR REPURPOSE SCOPE OF WORK

If your company does not intend to bid on this Procurement, please complete and return this form prior to the date shown for receipt of bids to: CITY OF DELTONA, Purchasing Manager, 2345 Providence Blvd., Deltona, FL 32725.

We, the undersigned, have declined to bid on the above referenced Invitation to Bid for the following reason(s) :

- ☐ Specifications are too "restrictive." (please explain below)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear. (please explain below)
- ☐ Insufficient time to respond
- ☐ We do not offer this type of product or equivalent
- ☐ Our production schedule would not permit us to perform
- ☐ Unable to meet bond requirements
- ☐ Other (please explain below)

REMARKS:

_____ Company Name	_____ Telephone
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X _____ Signature	_____ Fax
-----------------------------	--------------

_____ Title	_____ Typed or Printed Name
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_____ Address	_____ City	_____ State	_____ Zip
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Bid #22024 Chemical Removal or Repurpose

E-VERIFY FORM

Project Name:	
Project No.:	

ACKNOWLEDGEMENT


Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek; and
- c) Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. 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.

Company Name:	Alpha Omega Training and Compliance Inc
Authorized Signature:	
Print Name:	Kirk Kraus
Title	Project Manager
Date:	5-10-2022
Phone:	321-445-9845
Email:	kkraus@a-otc.com
Website:	www.a-otc.com

Bid #22024 Chemical Removal or Repurpose



May 10, 2022

Kate Duffy
Purchasing Manager
386-878-8570
City of Deltona
2345 Providence Blvd
Deltona, FL 32725

RE: ITB 22031 Chemical removal and removal of associated tanks and chemical lines

SCOPE OF SERVICES

- Alpha Omega (AOTC) will follow the outline of the scope of work provided in the bid package
- AOTC will mobilize a proper crew and equipment to the designated site
- Systems will be drained one at a time
- Chemicals will be placed into 275-gallon IBC's for transportation and reuse
 - The polymer and polyaluminum hydroxychloride will be disposed of as waste
- Tanks will be triple rinsed or until pH reaches a safe level and all residuals are removed from the tank
- Associated tank lines will be flushed removing any residual chemical from the lines
- Upon completion of draining and flushing systems tanks and associated lines will be demolished
- All pumps will remain onsite for the City of Deltona
- AOTC will demobilize from the site

Pricing see attached pricing schedule

- *Pricing is good for 90 days*
- *If fuel prices reach over \$6.50 per gallon a discussion may be had for a change order to help off set fuel cost and fuel cost alone*
- *Pricing is based on per tote for transportation and reuse*

Items provided by City of Deltona

- An authorized representative will be available during the project, at minimum by telephone
- Authorization to proceed
- Will sign all manifest and bill of ladings for transportation

We look forward working with you and we are prepared to proceed with the tasks outlined above upon receipt of your authorization. If you wish AOTC to proceed, please formalize this agreement by signing the attached acceptance form and returning back to us. Should you have any questions, please contact me at 321.445.9845

Sincerely,

AOTC

Kirk Kraus
Project Manager

321.445.9845

PO BOX 236727, COCOA, FL 32923
www.a-otc.com

**Request for Taxpayer
Identification Number and Certification**

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Alpha-Omega Training and Compliance, Inc.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. PO BOX 236727	Requester's name and address (optional)	
6 City, state, and ZIP code Cocoa, FL 32923		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-				-	
or								
Employer identification number								
2	6		-	4	2	1	7	4 3 8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ► 01/05/2021

General Instructions

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

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

Purpose of Form

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

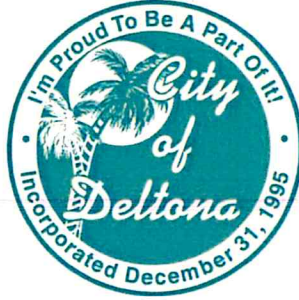
- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

(revised to correct Bid# and title)



**(revised) ADDENDUM #1 TO BID#22031
CHEMICAL REMOVAL OR REPURPOSE
April 29, 2022**

This addenda extends the bid due date until Tuesday, May 10, 2022 at 2:30 in the 1st floor conference room located at City Hall, 2345 Providence Blvd., Deltona, FL 32725.

This addenda is also being issued to answer the below questions and to include five chemical tank engineering drawings and Safety Data Sheets.

1. Can you please provide Safety Data Sheets (SDSs) for each of the chemicals on the bid form? All SDS's sheets are included in this addenda
2. Can we have a copy of the attendance sheet for the mandatory pre-bid meeting held today? It has been posted on www.demandstar.com
3. Are there restrictions on work time with regard to days of week and time of day? Day shift hours are 07:00 till 17:30
4. Will City require salvage of any electronic components on or within the tank systems? There are level indicators on each tank which will have to be disconnected and salvaged
5. Can the City please provide dimensions of access doors for the building the tanks are stored in? 14' wide 16' tall
6. Can the City provide information on the construction of the poly tanks? (e.g., are the tanks double walled?) The tanks are double walled, design drawings are included in this addenda
7. On page 3 of the bid documents it states that Award Term is for 3 years with two additional 1 year periods. Please explain? This addenda changes the award term to read: This bid shall remain open throughout the duration of the project
8. Does the City have a date that the work has to be completed by? Provide the number of days from award to completion at the end of this addenda.
9. Shall associated tank piping be flushed? Yes, any piping that cannot be removed will need to be flushed.
10. Does the contractor need to remove vent lines from the tanks? Yes
11. Does the contractor need to remove product fill lines? Yes
12. Does the contractor need to remove piping? Yes, all piping associated with the chemical system.
13. All associated pumps will be left onsite? Yes, pumps and pump skids will remain onsite.

14. Does the city have an electrician to lock out associated electrical or should the contractor provide their own LOTO? Contractor will provide their own LOTO, assistance will be available if needed.
15. Can you provide SDS sheets for each of the chemicals? I will post with addenda
16. Is there a time frame to complete the work? Deadline of September 30th?
17. Can partial invoices be submitted if required? The City accepts invoices for work completed and accepted by the City.
18. Can bids be submitted electronically? No electronic bids will be received for

Contractor: Answer the following question:

How long will it take to complete the project from the time it is awarded?

45 Days

This Form Must Be Completed and Returned with your Submittal.

I hereby confirm that I am authorized to submit this addendum on behalf of:

Alpha Omega

Company Name

[Signature]

Representative

5-10-2022

Date