### Submit Bid to: INVITATION CITY OF DELTONA TO BID# 22037 FOR: 2345 Providence Blvd. Delfona, Florida 32725 METER LIDS Attn: Purchasing CLEARLY MARK SEALED ENVELOPE WITH **BID NAME AND NUMBER** Contact: BIDDER NAME: Mary E. Perez Consolidated Pipe and Supply Company Purchasing Agent Phone: (386) 878-8580 Fax: (386) 878-8571 **EMAIL QUESTIONS TO:** E-Mail Address: meperez@deltonafl.gov MAILING ADDRESS: BID DUE DATE & TIME: 3010 Eunice Ave. Orlando, FL 32808 THURSDAY, June 2, 2022 AT 2:00 AT CITY HALL, 1<sup>ST</sup> FLOOR CONFERENCE ROOM LOCATED AT 2345 PROVIDENCE BOULEVARD, DELTONA, **FLORIDA** Phone#: 407-293-2001 Location of Public Opening: City of Deltona, 1ST Floor Conference Room Fax# 407-293-6522 2345 Providence Blvd., Deltona, FL 32725

# GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

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.

**<u>DELAYS:</u>** 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 <u>must</u> 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.

**<u>DISCOUNTS:</u>** 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 This bid is for an initial order of the items listed on the bid form and shall remain open for any additional water lids that may be needed for a period of one year.

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:

- 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.
- 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.

apply: No additional terms and conditions included with the bid response shall be considered. Any and all such 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 Receipt of all addenda shall be through: DemandStar. acknowledged by the Bidders by signing and enclosing said addenda or addendum acknowledgement 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

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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.

<u>PERMITS/LICENSES/FEES:</u> 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.

<u>ADVERTISING:</u> 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

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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

The City of Deltona is requesting bids for meter lids as listed below. The specification sheets can be found at the end this document. The city has already purchased the meters.

### METER LIDS ONLY.

- DFW Water Lids (DFW1500.1T2 DEEP.LID) Qty 5,000
- DFW Reclaim Lids (DFW1500.1T2 DEEP.LID) Qty 1,000
- Glass Master Water Lids (S1517N) Qty 1,000

### **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. 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.

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.

#### **EXTRA WORK:**

The City, without invalidating this AGREEMENT, may order changes in the operation within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions, price and time may be adjusted accordingly. All such changes in the AGREEMENT may be authorized by a written Change Order to the AGREEMENT and may be executed under the applicable conditions of the AGREEMENT. If the contractor plans to make a claim for an increase in the price or any changes in Product, machinery, or service, he/she must submit said change request in writing. This may be forwarded to the City Manager, if necessary, for approval or rejection.

### Cancel Agreement:

The City has the right to cancel this AGREEMENT for convenience in accordance with, but not limited to, the terms of default as specified herein. In any of the following events the City at any time hereafter shall have the right to immediately terminate the AGREEMENT.

In the event the contractor fails to keep and perform or shall violate any of the terms, covenants and conditions of the AGREEMENT on its part to be kept and performed, and the contractor shall not have cured or corrected such failure or violation within 10 days after written notice thereof shall have been given to the contractor; or immediately should the violation affect the health, safety and welfare of the contractor's employees, City employees or the public.

In the event the contractor shall, after 3-separate occasions during the term of this AGREEMENT, fail to keep and perform or shall violate any of the terms, covenants and conditions of this AGREEMENT, then the City has the right to terminate this AGREEMENT with no penalties to the City.

If the contractor shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy or shall be adjudged a bankrupt, or the interest of the contractor under this AGREEMENT shall be levied upon and sold upon execution or shall be operation of law become vested in another person, firm or corporation because of the insolvency of the contractor; or in the event that a receiver or trustee shall be appointed for the contractor or the interest of the contractor under this AGREEMENT.

In the event the contractor shall cease to operate the business awarded herein, or shall vacate or abandon said premises or not service and maintain lawn service, or if contractor allows his licenses or permits to expire without renewing as required, contract will be declared null and void.

#### Remedies:

The City may, if it so elects, pursue any other remedies provided by law for the breach of this AGREEMENT or any of its terms, covenants, conditions, or stipulations. No right or remedy herein conferred upon or reserved to the City or the contractor is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute. The contractor is responsible for all damage or loss by fire, theft, vandalism or otherwise to their equipment, including their contents, materials, tools, equipment, and consumables, left on City property by the contractor, his/her employees, agents, subcontractors.

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:

- 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.
- 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,
- 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.
- 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 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 nonresponsive.

#### 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:

Mary E. Perez Purchasing Agent 2345 Providence Blvd. Deltona, FL 32725

E-Mail Address: meperez@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.

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.

The Award, if made, may be based upon considerations including but not limited to: Quantity offered, quality of product, 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.

## BID RESPONSE FORM BID NO. 22037 METER LIDS

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder, having visited the site of the work and having become familiarized with the conditions affecting the cost of the work and with all requirements of the proposed Contract Documents, and duly issued Addenda to said documents, as acknowledged herein, proposes to furnish and perform all things required in labor, material, necessary tools, expendable equipment, and all services necessary to perform and complete in a workmanlike manner all work required by said documents and Addenda. This bid is for an initial order of the items listed on the bid form and shall remain open for any additional water lids that may be needed for a period of one year. Submit pricing below:

QTY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
5000	EA	DFW Water Lids (DFW1500.1T2 DEEP.LID)	\$59.20	\$296,000.00 \$
1000	EA	DFW Reclaim Lids (DFW1500.1T2 DEEP.LID)	\$62.90	\$62,900.00 \$
1000	EA	Glass Master Water Lids (S1517N)	\$55.00	\$55,000.00 \$
***Quotin	***Quoting Nicor Alternates, Submittals will be provided*** GRAND TOTAL			\$413,900.00

BID SUBMITTED BY: Alexander Ashton	
COMPANY NAME: Consolidated Pipe and Supply Company	
DATE: 05/31/2022	

This Form Must Be Completed and Returned with your Submittal.

## HOLD HARMLESS AND INDEMNITY AGREEMENT

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.

Alexander Ashton
CONTRACTOR

05/31/2022

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: Consolidated Pipe and Supply Company		
Address: 3010 Eunice Avenue		
ity: Orlando		
tate:		
ip Code: 32808		
hone Number:_407-293-2001		
ax Number: 407-293-6522		
roject Contact: Alexander Ashton	· <del>c</del>	
-mail address: Alex.Ashton@cpspipe.com		
emittance (Payment) Mailing Information		
ddress: 3010 Eunice Avenue	<u></u>	
ity: Orlando State: Florida Zip Code: 32808	<del></del>	
hone Number: 407-293-2001	_	
ax Number: 407-293-6522		
Project Contact: Alexander Ashton	<del></del>	
-mail address: Alex.Ashton@cpspipe.com		
ederal Tax ID No.: 63-0418384		
Tax ID Type: ☑ Federal Tax ID ☐ Social Security Number		
This Form Must Be Completed and Returned with your Submittal.		

## References

CUSTOMER NAME	CONTACT PERSON	TELEPHONE AND FAX NUMBER	SCOPE OF SERVICES PROVIDED/JOB NAME
Jaret Construction	Nelson	( 407 ) 810-8133	Provided pipe, valves, & fittings for 50+ jobs over the last 5 years.
Florida Public Utilities	Jim	( 863 ) 291-5678	Provided gas materials consistently for 10 years
Cathcart Construction	Chris	( 407 ) 629-2900 ( )	Provided pipe, valves, & fittings for 10 years

Does Bidder have any similar work in progress at time of Bid Opening? Yes No If "Yes", explain:

We have 20+ PVC & HDPE jobs going currently. They all involve Gate Valves, Hydrants, & MJ Fittings

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 u	ndersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that
	nsolidated Pipe and Supply Company 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	e person authorized to sign the statement, I certify that this firm complies fully with the requirements.
	X Alexander Ashton
	Bidder's Signature
	05/31/2022
	Date

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

## Statement of No Bid Bid No. 22037 METER LIDS

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.

	rovidence Bivd., Deliona, i L 32/20.	
We, 1 follow	e undersigned, have declined to bid on the above referenced Invitation to Bid for the ng reason(s):	е
	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)	
REM	ARKS:	
		_
	Company Name Telephone	
Χ		
	Signature	
	Title Typed or Printed Name	
Addr	City State Zip	
Bid i	22037 - METER LIDS	\
		_ /

### E-VERIFY FORM

Project Name:	Bid No. 22037
Project No.:	Meter Lids

#### Definitions:

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

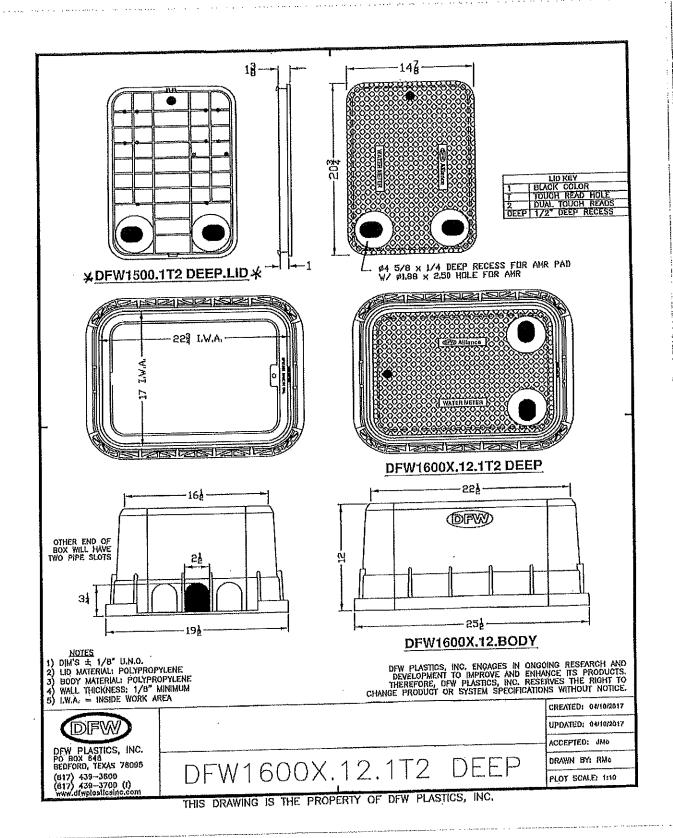
"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

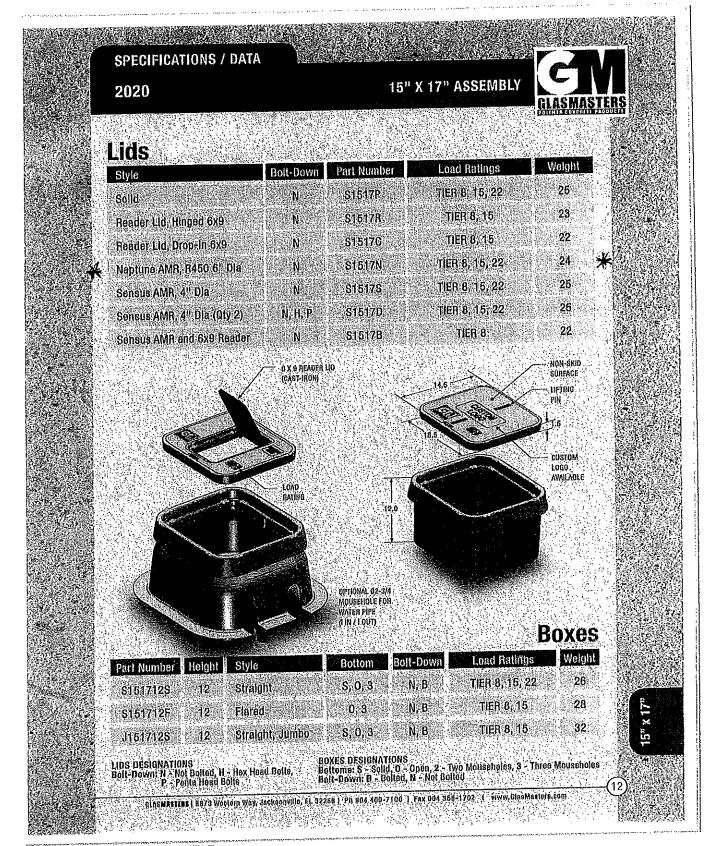
Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize 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 CONTACT INFORMATION

d Pipe and Supply Company
lander Ashton
om
d Pipe and Supply Company  Lander Ashton  om







### ADDENDA #1 TO BID#22037 Meter Lids May 13, 2022

This addenda is being issued to **remove** verbiage on page #7 of the bid document:

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.

This Form Must Be Completed and Returned with your Submittal.

Representative	Date
Alexander Ashton	05/31/2022
Company Name	
Consolidated Pipe and Supply Company	
I hereby confirm that I am authorized to submit t	his bid on behalf of

### Submit Bid to: INVITATION TO BID# 22037 CITY OF DELTONA FOR: 2345 Providence Blvd. Deltona, Florida 32725 METER LIDS Attn: Purchasing CLEARLY MARK SEALED ENVELOPE WITH **BID NAME AND NUMBER** Contact: BIDDER NAME: Mary E. Perez Consolidated Pipe and Supply Company Purchasing Agent Phone: (386) 878-8580 Fax: (386) 878-8571 **EMAIL QUESTIONS TO:** E-Mail Address: meperez@deltonafl.gov MAILING ADDRESS: **BID DUE DATE & TIME:** 3010 Eunice Ave. Orlando, FL 32808 THURSDAY, June 2, 2022 AT 2:00 AT CITY HALL, 1ST FLOOR CONFERENCE ROOM LOCATED AT 2345 PROVIDENCE BOULEVARD, DELTONA, **FLORIDA** Phone#:\_407-293-2001 Location of Public Opening: City of Deltona, 1ST Floor Conference Room Fax#: 407-293-6522 2345 Providence Blvd., Deltona, FL 32725

### GENERAL: CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

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.

**<u>DELAYS:</u>** 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 This bid is for an initial order of the items listed on the bid form and shall remain open for any additional water lids that may be needed for a period of one year.

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)

<u>UNUSUAL CIRCUMSTANCES</u>: 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:

- 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.
- 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 Receipt of all addenda shall be through: DemandStar. acknowledged by the Bidders by signing and enclosing said addenda or addendum acknowledgement 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.

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

Bid #22037 - METER LIDS

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

The City of Deltona is requesting bids for meter lids as listed below. The specification sheets can be found at the end this document. The city has already purchased the meters.

### METER LIDS ONLY.

- DFW Water Lids (DFW1500.1T2 DEEP.LID) Qty 5,000
- DFW Reclaim Lids (DFW1500.1T2 DEEP.LID) Qty 1,000
- Glass Master Water Lids (S1517N) Qty 1,000

### **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. 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.

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.

EXTRA WORK:

The City, without invalidating this AGREEMENT, may order changes in the operation within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions, price and time may be adjusted accordingly. All such changes in the AGREEMENT may be authorized by a written Change Order to the AGREEMENT and may be executed under the applicable conditions of the AGREEMENT. If the contractor plans to make a claim for an increase in the price or any changes in Product, machinery, or service, he/she must submit said change request in writing. This may be forwarded to the City Manager, if necessary, for approval or rejection.

Cancel Agreement:

The City has the right to cancel this AGREEMENT for convenience in accordance with, but not limited to, the terms of default as specified herein. In any of the following events the City at any time hereafter shall have the right to immediately terminate the AGREEMENT.

In the event the contractor fails to keep and perform or shall violate any of the terms, covenants and conditions of the AGREEMENT on its part to be kept and performed, and the contractor shall not have cured or corrected such failure or violation within 10 days after written notice thereof shall have been given to the contractor; or immediately should the violation affect the health, safety and welfare of the contractor's employees, City employees or the public.

In the event the contractor shall, after 3-separate occasions during the term of this AGREEMENT, fail to keep and perform or shall violate any of the terms, covenants and conditions of this AGREEMENT, then the City has the right to terminate this AGREEMENT with no penalties to the City.

If the contractor shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy or shall be adjudged a bankrupt, or the interest of the contractor under this AGREEMENT shall be levied upon and sold upon execution or shall be operation of law become vested in another person, firm or corporation because of the insolvency of the contractor; or in the event that a receiver or trustee shall be appointed for the contractor or the interest of the contractor under this AGREEMENT.

In the event the contractor shall cease to operate the business awarded herein, or shall vacate or abandon said premises or not service and maintain lawn service, or if contractor allows his licenses or permits to expire without renewing as required, contract will be declared null and void. .4,,,,

Remedies:

The City may, if it so elects, pursue any other remedies provided by law for the breach of this AGREEMENT or any of its terms, covenants, conditions, or stipulations. No right or remedy herein conferred upon or reserved to the City or the contractor is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute. The contractor is responsible for all damage or loss by fire, theft, vandalism or otherwise to their equipment, including their contents, materials, tools, equipment, and consumables, left on City property by the contractor, his/her employees, agents, subcontractors.

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 valld 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:

- 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.
- 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,
- 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.
- 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 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 nonresponsive.

#### 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:

Marv E. Perez Purchasing Agent 2345 Providence Blvd. Deltona, FL 32725

E-Mail Address: meperez@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.

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.

The Award, if made, may be based upon considerations including but not limited to: Quantity offered, quality of product, 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.

## BID RESPONSE FORM BID NO. 22037 METER LIDS

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder, having visited the site of the work and having become familiarized with the conditions affecting the cost of the work and with all requirements of the proposed Contract Documents, and duly issued Addenda to said documents, as acknowledged herein, proposes to furnish and perform all things required in labor, material, necessary tools, expendable equipment, and all services necessary to perform and complete in a workmanlike manner all work required by said documents and Addenda. This bid is for an initial order of the items listed on the bid form and shall remain open for any additional water lids that may be needed for a period of one year. Submit pricing below:

QTY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
5000	EA	DFW Water Lids (DFW1500.1T2 DEEP.LID)	\$59.20	\$296,000.00 \$
1000	EA	DFW Reclaim Lids (DFW1500.1T2 DEEP.LID)	\$62.90	\$62,900.00 \$
1000	EA	Glass Master Water Lids (S1517N)	\$55.00	\$55,000.00 \$
***Quoting Nicor Alternates, Submittals will be provided*** GRAND TOTAL			\$413,900.00	

BID SUBMITTED BY	: Alexander Ashton	
COMPANY NAME:_	Consolidated Pipe and Supply Com	ipany
D <sub>K</sub>		
DATE: 05/31/202	22	

This Form Must Be Completed and Returned with your Submittal.

### HOLD HARMLESS AND INDEMNITY AGREEMENT

Consolidated Pipe and Supply Company, 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.

Alexander Ashton
CONTRACTOR

05/31/2022

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: Consolidated Pipe and Supply Company			
Address: 3010 Eu	nice Avenue		
City: Orlando			
State: Florida			
Zip Code: 32808			
Phone Number:	07-293-2001		
Fax Number: 407	293-6522		
Project Contact:	Alexander Ashton		
e-mail address:	ex.Ashton@cpspipe.com		
Remittance (Pay	nent) Mailing Information		
Address: 3010 E	nice Avenue		
City: Orlando	State: Florida Zip Code: 32808		
Phone Number:	07-293-2001		
Fax Number: 407	293-6522		
Project Contact:	Alexander Ashton		
e-mail address:	llex.Ashton@cpspipe.com		
Federal Tax ID N	.: 63-0418384		
Tax ID Type: ∅ F	Tax ID Type: ☑ Federal Tax ID ☐ Social Security Number		
Th	s Form Must Be Completed and Returned with your Submittal.		

## References

CUSTOMER NAME	CONTACT PERSON	TELEPHONE AND FAX NUMBER	SCOPE OF SERVICES PROVIDED/JOB NAME
Jaret Construction	Nelson	( 407 ) 810-8133	Provided pipe, valves, & fittings for 50+ jobs over the last 5 years.
Florida Public Utilities	Jim	( 863 ) 291-5678	Provided gas materials consistently for 10 years
Cathcart Construction	Chris	( 407 ) 629-2900	Provided pipe, valves, & fittings for 10 years

Does Bidder have any similar work in progress at time of Bid Opening? Yes No I If "Yes", explain:

We have 20+ PVC & HDPE jobs going currently. They all involve Gate Valves, Hydrants, & MJ Fittings

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 u	ndersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that
	nsolidated Pipe and Supply Company 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 th	ne person authorized to sign the statement, I certify that this firm complies fully with the e requirements.
	X Alexander Ashton
	Bidder's Signature
	05/31/2022
	Date

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

# Statement of No Bid Bid No. 22037 METER LIDS

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.

2345	rovidence Blvd., Deltona, FL 32725.
We, to	e undersigned, have declined to bid on the above referenced Invitation to Bid for the ng 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)
REM	ARKS:
<u></u>	
	Company Name Telephone
X	Cignoture Fax
	Signature
	Title Typed or Printed Name
Addr	City State Zip
/Bid	22037 - METER LIDS

#### E-VERIFY FORM

Project Name:	Bid No. 22037
Project No.:	Meter Lids

#### Definitions:

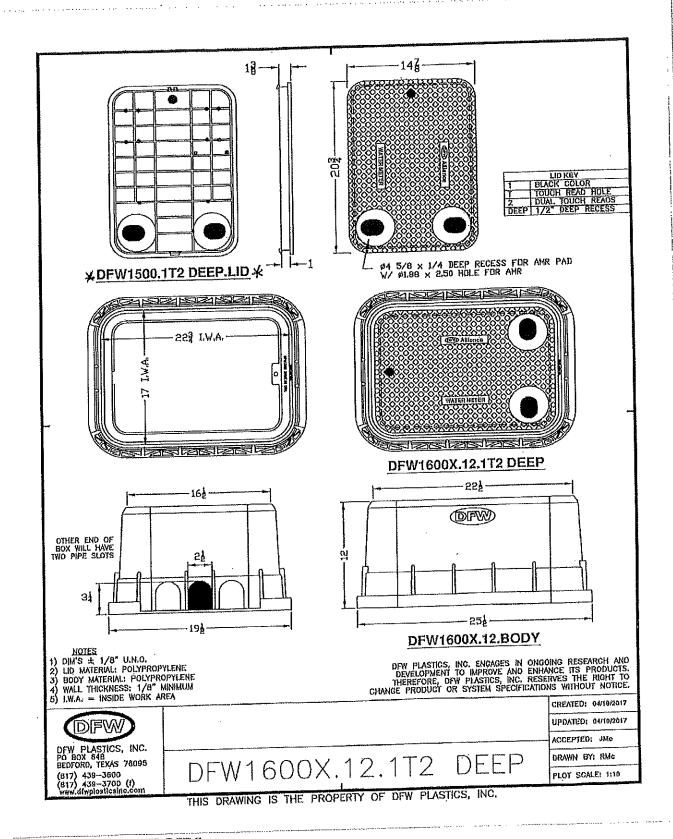
"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

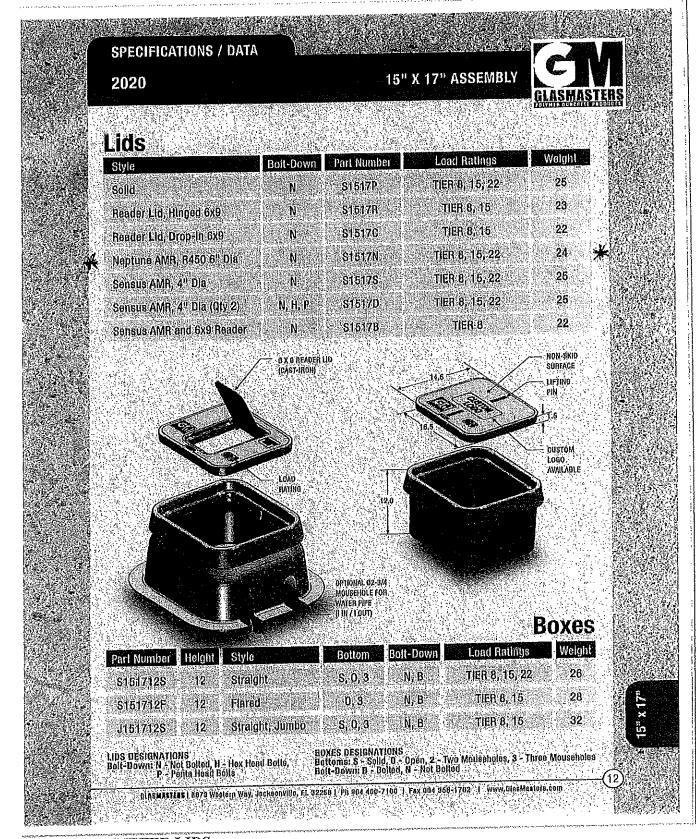
"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

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: Consolidated Pipe and Supply Company Authorized Signature: Alexander Ashton Print Name: Alexander Ashton Title Utility Salesman Date: 05/31/2022 Phone: 407-293-2001 Email: Alex.Ashton@cpspipe.com Website: www.cpspipe.com







# ADDENDA #1 TO BID#22037 Meter Lids May 13, 2022

This addenda is being issued to **remove** verbiage on page #7 of the bid document:

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.

This Form Must Be Completed and Returned with your Submittal.

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

Representative	Date
Alexander Ashton	05/31/2022
Company Name	
Consolidated Pipe and Supply Company	

#### Submit Bid to: INVITATION TO BID# 22037 CITY OF DELTONA FOR: 2345 Providence Blvd. Deltona, Florida 32725 METER LIDS Alln: Purchasing CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER Contact: BIDDER NAME: Mary E. Perez Consolidated Pipe and Supply Company **Purchasing Agent** Phone: (386) 878-8580 Fax: (386) 878-8571 **EMAIL QUESTIONS TO:** E-Mail Address: meperez@deltonafl.gov MAILING ADDRESS: **BID DUE DATE & TIME:** 3010 Eunice Ave. Orlando, FL 32808 THURSDAY, June 2, 2022 AT 2:00 AT CITY HALL, 1ST FLOOR CONFERENCE ROOM LOCATED AT 2345 PROVIDENCE BOULEVARD, DELTONA, **FLORIDA** Phone#: 407-293-2001 Location of Public Opening: City of Deltona, 1ST Floor Conference Room Fax#: 407-293-6522 2345 Providence Blvd., Deltona, FL 32725

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

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,

**<u>DELAYS:</u>** 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 This bid is for an initial order of the items listed on the bid form and shall remain open for any additional water lids that may be needed for a period of one year.

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:

- 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.
- 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.
- 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.

apply: No additional terms and conditions included with the bid response shall be considered. Any and all such 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 Receipt of all addenda shall be through: DemandStar. acknowledged by the Bidders by signing and enclosing said addenda or addendum acknowledgement 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.

<u>PROTESTS:</u> 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.

<u>CONFLICT OF INTEREST:</u> 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.

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.

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.

<u>PERMITS/LICENSES/FEES:</u> 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.

<u>ADVERTISING:</u> 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.

<u>FACILITIES:</u> 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

Bid #22037 - METER LIDS

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

The City of Deltona is requesting bids for meter lids as listed below. The specification sheets can be found at the end this document. The city has already purchased the meters.

#### METER LIDS ONLY.

- DFW Water Lids (DFW1500.1T2 DEEP.LID) Qty 5,000
- DFW Reclaim Lids (DFW1500.1T2 DEEP.LID) Qty 1,000
- Glass Master Water Lids (S1517N) Qty 1,000

#### 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. 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.

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.

EXTRA WORK:

The City, without invalidating this AGREEMENT, may order changes in the operation within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions, price and time may be adjusted accordingly. All such changes in the AGREEMENT may be authorized by a written Change Order to the AGREEMENT and may be executed under the applicable conditions of the AGREEMENT. If the contractor plans to make a claim for an increase in the price or any changes in Product, machinery, or service, he/she must submit said change request in writing. This may be forwarded to the City Manager, if necessary, for approval or rejection.

Cancel Agreement:

The City has the right to cancel this AGREEMENT for convenience in accordance with, but not limited to, the terms of default as specified herein. In any of the following events the City at any time hereafter shall have the right to immediately terminate the AGREEMENT.

In the event the contractor fails to keep and perform or shall violate any of the terms, covenants and conditions of the AGREEMENT on its part to be kept and performed, and the contractor shall not have cured or corrected such failure or violation within 10 days after written notice thereof shall have been given to the contractor; or immediately should the violation affect the health, safety and welfare of the contractor's employees, City employees or the public.

In the event the contractor shall, after 3-separate occasions during the term of this AGREEMENT, fail to keep and perform or shall violate any of the terms, covenants and conditions of this AGREEMENT, then the City has the right to terminate this AGREEMENT with no penalties to the City.

If the contractor shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy or shall be adjudged a bankrupt, or the interest of the contractor under this AGREEMENT shall be levied upon and sold upon execution or shall be operation of law become vested in another person, firm or corporation because of the insolvency of the contractor; or in the event that a receiver or trustee shall be appointed for the contractor or the interest of the contractor under this AGREEMENT.

In the event the contractor shall cease to operate the business awarded herein, or shall vacate or abandon said premises or not service and maintain lawn service, or if contractor allows his licenses or permits to expire without renewing as required, contract will be declared null and void.

Remedies:

The City may, if it so elects, pursue any other remedies provided by law for the breach of this AGREEMENT or any of its terms, covenants, conditions, or stipulations. No right or remedy herein conferred upon or reserved to the City or the contractor is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute. The contractor is responsible for all damage or loss by fire, theft, vandalism or otherwise to their equipment, including their contents, materials, tools, equipment, and consumables, left on City property by the contractor, his/her employees, agents, subcontractors.

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:

- 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.
- 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,
- 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.
- 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 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 nonresponsive.

#### 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:

Mary E. Perez **Purchasing Agent** 2345 Providence Blvd. Deltona, FL 32725

E-Mail Address: meperez@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.

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.

The Award, if made, may be based upon considerations including but not limited to: Quantity offered, quality of product, 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.

#### BID RESPONSE FORM BID NO. 22037. METER LIDS

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder, having visited the site of the work and having become familiarized with the conditions affecting the cost of the work and with all requirements of the proposed Contract Documents, and duly issued Addenda to said documents, as acknowledged herein, proposes to furnish and perform all things required in labor, material, necessary tools, expendable equipment, and all services necessary to perform and complete in a workmanlike manner all work required by said documents and Addenda. This bid is for an initial order of the items listed on the bid form and shall remain open for any additional water lids that may be needed for a period of one year. Submit pricing below:

QTY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
5000	EA	DFW Water Lids (DFW1500.1T2 DEEP.LID)	\$59.20	\$296,000.00 \$
1000	EA	DFW Reclaim Lids (DFW1500.1T2 DEEP.LID)	\$62.90	\$62,900.00 \$
1000	EA	Glass Master Water Lids (S1517N)	\$55.00	\$55,000.00 \$
***Quotin	g Nicor Alte	rnates, Submittals will be provided***	GRAND TOTAL	\$413,900.00

BID SUBMITTED BY: Alexander Ashton	
COMPANY NAME: Consolidated Pipe and Supply Company	
DATE:_05/31/2022	

This Form Must Be Completed and Returned with your Submittal.

#### HOLD HARMLESS AND INDEMNITY AGREEMENT

consolidated Pipe and Supply Company, 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.

Alexander Ashton
CONTRACTOR

05/31/2022

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: Consolidated Pipe and Supply Company
Address: 3010 Eunice Avenue
City: Orlando
State: Florida
Zip Code: 32808
Phone Number: 407-293-2001
Fax Number: 407-293-6522
Project Contact: Alexander Ashton
e-mail address: Alex.Ashton@cpspipe.com
Remittance (Payment) Mailing Information
Address: 3010 Eunice Avenue
00000
City: Orlando State: Florida Zip Code: 32808
City: Orlando State: Florida Zip Code: 32808  Phone Number: 407-293-2001
Phone Number: 407-293-2001
Phone Number: 407-293-2001  Fax Number: 407-293-6522
Phone Number: 407-293-2001  Fax Number: 407-293-6522  Project Contact: Alexander Ashton

This Form Must Be Completed and Returned with your Submittal.

## References

CONTACT PERSON	TELEPHONE AND FAX NUMBER	SCOPE OF SERVICES PROVIDED/JOB NAME
Nelson	( <sub>407</sub> ) 810-8133	Provided pipe, valves, & fittings for 50+ jobs over the last 5 years.
Jim	( 863 ) 291-5678	Provided gas materials consistently for 10 years
Chris	( 407 ) 629-2900	Provided pipe, valves, & fittings for 10 years
	Nelson Jim	CONTACT PERSON  NUMBER  ( 407 ) 810-8133  Nelson

Does Bidder have any similar work in progress at time of Bid Opening? Yes No If "Yes", explain:
We have 20+ PVC & HDPE jobs going currently. They all involve Gate Valves, Hydrants, & MJ Fittings

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
Consolidated Pipe and Supply Company	d	oes:					
(Name of Business)							
				f. Jau	. ifa atura	dietrihu	ition

- 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.
- 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.
- 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.
- 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	Alexander Ashton
	Bidder's Signature
	05/31/2022
	Date

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

# Statement of No Bid Bid No. 22037 METER LIDS

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.

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
X Fax
Signature
Title Typed or Printed Name
Address City State Zip
Bid #22037 - METER LIDS

#### E-VERIFY FORM

Project Name:	Bid No. 22037
Project No.:	Meter Lids

#### 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.

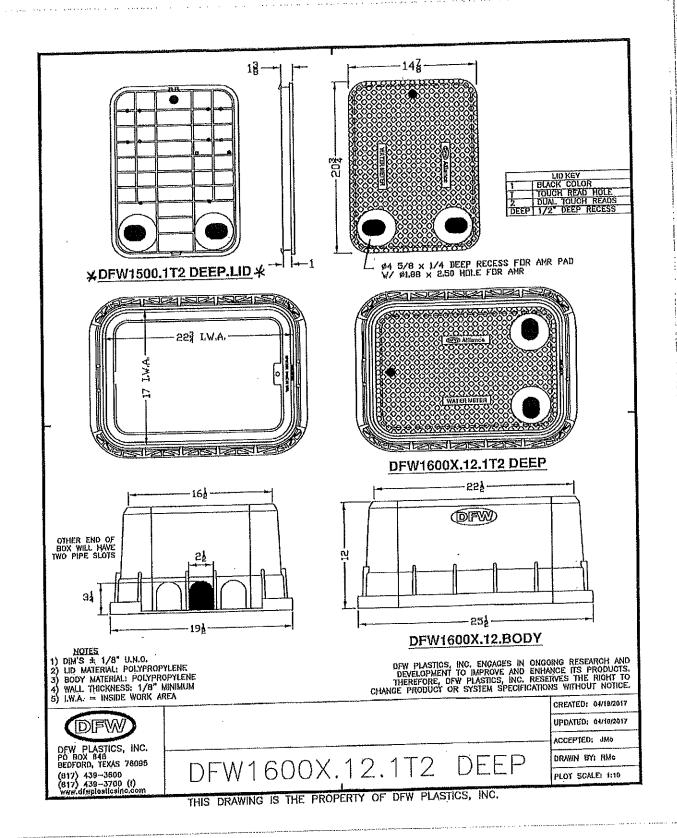
Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize 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
- 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 CONTACT INFORMATION:

Company Name: Consolidated Pipe and Supply Company	
Authorized Signature: Alexander Ashton	
Print Name: Alexander Ashton	
Title Utility Salesman	
Date: 05/31/2022	
Phone: 407-293-2001	
Email: Alex.Ashton@cpspipe.com	
LING.	

Website: www.cpspipe.com



#### SPECIFICATIONS / DATA 15" X 17" ASSEMBLY 2020 Lids Weight Load Ratings Bott-Down Part Number Style 25 S1517P TIER 8; 15; 22 Ŋ Solid 23 TIER 8, 15 S1517R N Reader Lid, Hinged 6x9 22 TIER 8,15 S1517C Reader Lid, Drop-In 6x9 24 TIER 8, 15, 22 \$1517N Neptune AMR, R450 6" Dia 25 TIER 8, 15, 22 \$15178 N Sensus AMR, 4" Dia 25 TIER 8, 15, 22 S1517D N, H, P Sensus AMR, 4" Dia (Qty 2) 22 TIER 8 \$15178 Sensus AMR and 6x9 Reader NON-SKID O X O READER LID (CAST-IRON) SURFACE LIFTRIG PIN CUSTOM VAVITABLE FOGO OPTIONAL **02-3/4** Mousehole for. YATER PIPE (IN/LOUT) Boxes Weight Load Ratings Bolt-Down Part Number Helght Bottom Style 26 TIER 8, 15, 22 S<sub>7</sub>O, 3 Straight -12 \$1517128 28 TIER 8, 15 N, B 0, 3 Flared S151712F 12 TIER 8, 45 32 N, B Straight, Jumbo s, 0, 3 J1617128 BOXES DESIGNATIONS Boltoms: S - Solid (O - Opén, Z - Two Molischoles, 3 - Throc Mouscholes Bolt-Down: B : Bolted, N - Net Bolled LIDS DESIGNATIONS Bolt-Down: N - Not Bolted, H - Hex Hoad Bolle, P - Ponta Head Bolle olnsmasters | 8870 Wooldin Way, Jacksonvillo, el 32288 | Ph 804 400-7100 | Pax 904 868-1702 | Frywy, Ulasmaslois com



# ADDENDA #1 TO BID#22037 Meter Lids May 13, 2022

This addenda is being issued to **remove** verbiage on page #7 of the bid document:

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.

This Form Must Be Completed and Returned with your Submittal.

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

Consolidated Pipe and Supply Company	
Company Name	
Alexander Ashton	05/31/2022
Representative	Date



# Nicor Read-Rite Lid Technical Submittal May 26, 2022



City of Deltona, FL







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# Nicor Inc. Read-Rite® Lids Patented

Specification for Read Rite Lids

Product Characteristics-Read Rite lids feature an impact resistant, low temperature, very stiff, specially formulated Hydrozone HD™ Polyolefin resin with excellent RF transparency characteristics, UV resistance and light weight.

Read Rite lids have been tested independently to the H20 highway proof load rating of 20,000 lbs over a  $9^{\circ}$  x  $9^{\circ}$  steel plate for 1 minute.

Typical Properties	Method	Value Unit
Physical		
Density-Specific Gravity( Method		
3)	ASTM D 792	0.902sp gr at 23°C
	ASTM D 1238	4.00 g/10 min.
Welt Flow rate (230°C/2.16kg)	1230	
Mechanical		
Fensile Strength@yield	ASTM D 638	
2 in/min		3100 PSI
50 mm/min		21.4 Mpa
Flexural Modulus	ASTM D 790	
0.05 in/min, 1% secant,Procedure		140,000 PSI
Α		140,000101
1mm/min,1% secant, Procedure A		965MPa
Tensile Elongation	ASTM D 638	8%
Impact	ASTM D 256	
Notched Izod Impact	AGTIN D 200	
( 73°E Stathed A)		No Break ft-lb/in
( 73°F, Method A)		No Break j/m
(23°C, Method A)		
Hardness		
Rockwell hardness(R Scale)	ASTM D 785	6:
Thermal		
DTUL @66 PSI Unannealed	ASTM D 648	81.1°C
Other Properties		method -29 C: > 45 ft-
Drop Weight Impact Strength	Bosell Test	ibs



#### TERMS AND CONDITIONS OF SALE

Terms: Standard terms are NET 30. A 1½% per month (18% per annum) service charge will be added to all past due accounts

Errors & Claims: All claims for shortage in shipment or damaged material must be noted on the "Bill of Lading" and a written request for credit submitted to Nicor Inc. within 15 days of shipment. Nicor Inc. responsibility ceases upon delivery to the carrier.

Returned Goods: Returned goods will be accepted only after written approval and shipping instructions are received from Nicor Inc. A return goods authorization number is required and must be on all cartons, documents, and correspondence. All returns are subject to a 30% restocking charge, freight cost of returned goods (plus "out freight if applicable"). A higher restocking charge may be assessed against any return requiring extraordinary handling costs.

Minimum Order: 100-piece minimum order net billing.

Limited Three Year Warranty: The liabilities of Nicor Inc. are limited solely and exclusively to replacement as set forth in our standard "Statement of Warranty", alone and do not include any liability for incidental, consequential or other damage of any kind whatsoever, whether any claim is based upon theories of contract, warranty, negligence or tort and without any limitations and do not include shipping charges, labor, installation or any other losses or expenses incurred in operation of any replacement specialty item or fitting. Nicor Inc. products are designed to be used for meter applications only.

Limited Lifetime Warranty: Nicor Inc. warrants to the original owner of its Nicor meter lids and connectors, subject to the conditions set forth in this warranty, that Nicor Inc. products will remain free from manufacturing defects. All Nicor Inc. products are guaranteed against defects resulting from faulty workmanship or materials. Claims for labor costs and other expenses required to replace defective products or repair of any damage resulting from the use thereof will not be allowed by Nicor Inc. Our liability is limited to replacement of products acknowledged by Nicor Inc. to be defective.



Exclusive Warranties and Remedies: The FOREGOING REMEDIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF (I) ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE; AND (II) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM Nicor Inc.'s NEGLIGENCE, ACTUAL OR IMPUTED.

The remedies of customer shall be limited to those provided herein to the exclusion of any and all other remedies including, without limitation, incidental or consequential damages. No agreement varying or extending the foregoing warranties, or these limitations will be binding on Nicor, Inc., unless such is signed in writing by an authorized officer of Nicor, Inc. The liability of Nicor, Inc., hereunder shall be limited to restoring to good working order, provided that Nicor, Inc., is not required to restore the product to good working order when such failure is due to causes beyond Nicor, Inc.'s control, including but not limited to, acts of God, acts of civil or military authority, priorities, strikes, floods, epidemics, war, riots, and other causes that are beyond the manufacturers control. These provisions are complete and exclusive statements of all terms and conditions between Nicor, Inc., and the consumer. These provisions may not be varied, supplemented, qualified or interpreted by any prior course of dealings, written or oral or by trade usage. No Nicor, Inc. agent, officer or employee has authority to make any representation, promise or warranty concerning these provisions.

#### **Technical Data Sheet**

#### Pro-fax 8523

Polypropylene, Impact Copolymer

# lyondellbase!!

#### **Product Description**

*Pro-fax* 8523 very high impact polypropylene copolymer is available in pellet form. This resin is typically used in extrusion or injection molding applications and offers excellent low temperature impact resistance.

ASTM and ISO-based versions of the technical data sheet are available for Pro-fax 8523.

#### Regulatory Status

For regulatory compliance information, see *Pro-fax* 8523 <u>Product Stewardship Bulletin (PSB) and Safety Data Sheet (SDS).</u>

**Status** 

Commercial: Active

**Availability** 

North America

Application

**Automotive Parts** 

Market

Automotive; Consumer Products

**Processing Method** 

Injection Molding; Sheet and Profile Extrusion

**Attribute** 

Low Temperature Impact Resistance

Typical Properties	Nominal Value	English Units	Nominal Value	SI Units	Test Method
Physical					
Melt Flow Rate, (230 °C/2.16 kg)	4.0	g/10 min	4.0	g/10 min	ASTM D1238
Density, (23 °C)	0.90	g/cm³	0.90	g/cm³	ASTM D792
Mechanical				· · · · · · · · · · · · · · · · · · ·	Cold Market William and and districtly of the pole and an extreme Cold of the transmission of the cold
Flexural Modulus					
(0.05 in/min, 1% Secant, Procedure A)	140000	psi			ASTM D790
(1.3 mm/min, 1% Secant, Procedure A)			965	MPa	ASTM D790
Tensile Strength at Yield					
(2 in/min)	3100	psi			ASTM D638
(50 mm/min)			21	MPa	ASTM D638
Tensile Elongation at Yield	8	%	8	%	ASTM D638
Impact					
Notched Izod Impact Strength					A OTA FOCO
(73 °F, Method A)	No Break				ASTM D256
(23 °C, Method A)			No Break		ASTM D256
Thermal					the state of the s
Deflection Temperature Under Load					40714 0040
(66 psi, Unannealed)	165	°F			ASTM D648
(0.45 MPa, Unannealed)			74	°C	ASTM D648

#### Notes

These are typical property values not to be construed as specification limits.

#### **Automotive Specifications**

► FCA MS-DB500 CPN 3478

#### **Processing Techniques**

Specific recommendations for resin type and processing conditions can only be made when the end use, required properties and fabrication equipment are known.

#### Company Information

For further information regarding the LyondellBasell company, please visit <a href="http://www.lyb.com/">http://www.lyb.com/</a>.

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#### Disclaimer

Before using a product sold by a company of the LyondellBasell family of companies, users should make their own independent determination that the product is suitable for the intended use and can be used safely and legally.

SELLER MAKES NO WARRANTY; EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY) OTHER THAN AS SEPARATELY AGREED TO BY THE PARTIES IN A CONTRACT.

Users should review the applicable Safety Data Sheet before handling the product.

This product(s) may not be used in the manufacture of any of the following, without prior written approval by Seller for each specific product and application:

- (i) U.S. FDA Class I or II Medical Devices; Health Canada Class I, II or III Medical Devices; European Union Class I or II Medical Devices;
- (ii) film, overwrap and/or product packaging that is considered a part or component of one of the aforementioned medical devices;
- (iii) packaging in direct contact with a pharmaceutical active ingredient and/or dosage form that is intended for inhalation, injection, intravenous, nasal, ophthalmic (eye), digestive, or topical (skin) administration;
- (iv) tobacco related products and applications, electronic cigarettes and similar devices.

The product(s) may not be used in:

- (i) U.S. FDA Class III Medical Devices; Health Canada Class IV Medical Devices; European Class III Medical Devices;
- (ii) applications involving permanent implantation into the body;
- (iii) life-sustaining medical applications.

All references to U.S. FDA, Health Canada; and European Union regulations include another country's equivalent regulatory classification.

In addition to the above, LyondellBasell may further prohibit or restrict the use of its products in certain applications. For further information, please contact a LyondellBasell representative.

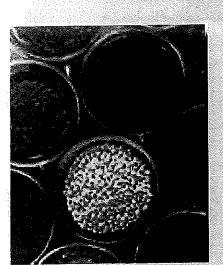
# Standridge Color

'riday August 7 2020

Plastics Innovation - Transforming Ideas Into Reality

#### ISO Certified Quality System

# Technical Data Sheet





tandridge Color Corporation 196 East Hightower Trail ocial Circle, GA. 30025 70.464.3362

les@standridgecolor.com ww.standridgecolor.com

Code:

17457

**BLACK 430 EMA** 

This is a Colorant

compound dispersed into a Polyethylene methylacrylate copolym

resin and should process without any hesitancy at normal extrusion conditions.

### Carrier Resin

Type:

**EMAC** 

Melt Flow:

20

g/10 min

Density:

.95

g/cm3

# Concentrate / Compound

Pigment/Additive Loading:

50

%

Melt Flow:

1

g/10 min

Specific Gravity:

1.24

g/cm3

Heat Stability:

550

Pellets per Gram:

60

F

**CONEG Compliant:** 

YES

FDA Approved:

NO

The information contained herein is believed to be reliable, but no representations, guarantees or warranties of any kind are made as to its accuracy, suitability for particular applications or the results to be obtained there from. The information is based on laboratory work with small-scale equipment and does not necessarily indicate end product performance. Because of the variation in methods, conditions and equipment used commercially in processing these materials, no warranties or guarantees are made as to the suitability of the products for the application disclosed. Full-scale testing and end product performance are the responsibility of the user. Standridge Color Corporation shall not be liable for and the customer assumes all risk and liability of any use or handling of any material beyond Standridge Color Corporation's direct control. STANDRIDGE COLOR CORPORATION MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

COATINGS PLASTICS TONERS INKS COATINGS PLASTICS TONERS INKS

# RAVEN BLACKS

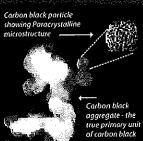
INDUSTRIAL APPLICATIONS REQUIRE POWERFUL SOLUTIONS

Columbian 👑



A carbon black's application performance is determined by its nature and the level of dispersion achieved. The most important physical and chemical properties include particle size, surface area, porosity, structure, surface chemistry, and physical form. The level of dispersion in any given formulation is strongly influenced by the mixing equipment and procedures used.

PARTICLE SIZE exerts a primary



influence color on properties. Finer particle size leads to ietter (darker) color and higher

viscosity, but requires increased dispersion energy. Particle size is measured by electron microscopy.

SURFACE AREA is used for quality control purposes and is a function of the carbon black's particle size and porosity. Smaller particle diameter gives rise to higher surface area. High surface area is usually associated with greater blackness and higher viscosity.

**POROSITY** is indicated by comparing a carbon black's external surface area predicted by EMSA, and STSA, to the total surface area value obtained with the BET NSA method. High color and conductive carbon blacks tend to have a high degree of porosity.

STRUCTURE is a measure of the three-dimensional fusion of carbon black particles to form aggregates. Highly structured carbon blacks provide higher viscosity, greater electrical conductivity and easier dispersion. Measures of aggregate structure may be obtained from shape distributions from EM analysis, or oil absorption (OAN).

SURFACE CHEMISTRY of Industrial Carbon Blacks generally refers to the oxygen-containing groups present on a carbon black's surface. Oxidized

surfaces improve wettability, rheology and dispersion in selected vehicle systems. In other cases, oxidation increases electrical resistivity and makes carbon blacks more hydrophilic. The extent of surface oxidation is measured by determining the quantity of the "volatile" component on the carbon black. High volatile levels are associated with low pH. A number of Raven® carbon blacks are post-treated to provide enhanced surface functionality.

PHYSICAL FORM is important in matching a carbon black to the equipment by which it is to be dispersed. Powdered carbon blacks are recommended in low-shear dispersers and on three-roll mills. Beaded carbon blacks are recommended for shot mills, ball mills and other high energy equipment. Beading provides lower dusting, bulk handling capabilities, higher bulk densities and improved economics, while powdered carbon blacks offer improved dispersibility.

### FUNDAMENTAL CARBON BLACK PROPERTIES

Fineness - Particle Size Distribution



Structure - Aggregate Size/Shape Distribution





Porosity - Pore Size Distribution





Surface Chemistry - Surface Functionality Distribution





**Additional Properties** Other Constituents - Sulfur, Ash, Residue, Etc.

### INFLUENCE OF CARBON PROPERTIES ON APPLICATIONS PERFORMANCE

Smaller Particle Size (Higher Surface Area)

Blackness Increases Increases Tint

Increases **UV Protection Electrical Conductivity** Increases

Vehicle Demand and Viscosity Increases

Dispersibility Reduces

Higher Structure (Increasing Oil Absorption)

Blackness and Tint Reduces Dispersibility Improves

Vehicle Demand and Viscosity Increases **Electrical Conductivity** 

Higher Porosity (Higher ratio of NSA/STSA)

Increases

Vehicle Demand and Viscosity Increases

Electrical Conductivity Increases

Reduced Loadings in Conductive Applications Enables -

Higher Surface Functionality (Higher Volatile)

Improves Vehicle Wetting

Viscosity of Liquid Systems Reduces **Electrical Conductivity** Lowers

Physical Form - Beads or Powder

FOR CARBON BLACK RECOMMENDATIONS BEST SUITED FOR YOUR APPLICATIONS, CONTACT YOUR COLUMBIAN TECHNICAL REPRESENTATIVE









Industrial Carbon Blacks are used in a wide variety of applications including printing inks, toners, coatings, plastics, paper and building products. The selection of a specific carbon black for an application depends on the end product requirements as well as processing conditions.

### INDUSTRIAL CARBON BLACK APPLICATIONS

### **ULTRA® INDUSTRIAL CARBON BLACKS**

Columbian furnace carbon blacks are high performance pigments targeted for use in demanding applications. Carbon black purity and consistency of performance, always important, are now recognized as being critical to continuing quality improvement. Columbian, committed to improving its quality and meeting the needs of the customers it serves, has developed furnace carbons that are of the highest purity available. These are referred to as Ultra® carbons.

Ultra® carbon blacks benefit various application systems by providing greater uniformity, increased compatibility, improved dispersion, better processing, longer screen life, jetter color development, and reduced scrap. Columbian's Ultra® performance carbons are designed for use in critical quality products with cost effective benefits.

coatings may be formulated with an extremely wide range of Columbian carbon blacks, ranging from Raven® 410 for low-cost utility finishes to Raven® 5000 Ultra® II & Raven® 5000 Ultra® III for high quality, extremely jet, blue undertone automotive applications. Carbon blacks primarily used for tinting are coarse and have broad particle size distributions. Grades with these properties provide good economics coupled with a desired blue tone and best resistance to flooding and flocculation. For use in machine colorant concentrates, coarse carbon blacks, especially the lampblack replacements, are usually specified. Raven® 14, a post-treated lampblack replacement, can provide sufficient mass color, strong tint strength, high loading capability and good dispersibility.

**PLASTICS** carbon black requirements are also diverse. Carbon black may be incorporated into thermosets or thermoplastics for color, tint or functional reasons. The entire spectrum of carbon blacks is employed in mass color plastic applications and use will depend upon

loading, dispersion and cost. Again as in coatings, the coarser carbon blacks are excellent choices in applications where blue tone, tint strength, ease of dispersion and high gloss are preferred. Carbon blacks, marketed under the Conductex® trade name, provide different degrees of electrical conductivity for a wide range of plastics requirements. Conductex® 7055 Ultra® offers optimum conductivity with minimal contribution to viscosity in applications such as wire & cable, ESD, as well as conductive coatings. By contrast, oxidized carbon blacks such as Raven® 1255 tend to be less conductive and may be used where controlled electrical insulating properties are required. Fiber applications benefit from the excellent filterability of Raven® 1190 Ultra® and Raven® 1220 Ultra®. For applications requiring very high jetness such as engineering plastics parts, Raven® 2000, Raven® 2200 Ultra® and Raven® 2500 Ultra® are recommended.

INK grade carbon blacks are generally medium to coarse in particle size and are used for their masstones rather than tint properties. In fluid ink applications such as publication and packaging gravure, Raven® 450 and 460 are widely used because of their rheology, ease of dispersion and blue tone. High quality paste (oil) inks may be formulated with Raven®760 Ultra®, 860 Ultra®, 1100 Ultra®, 1000, or 1255 depending on specific requirements.

Specialty grade carbon blacks have been engineered by Columbian for specific industries. Raven® H2O is a surfactant-treated carbon black which is extremely hydrophilic and is thus useful in the building product industries for applications such as roofing granules and concrete mortar, and in the paper industry where low shear dispersibility is required. Raven® 1190 Ultra® and Raven® 1220 Ultra® have been developed for the fiber industry. Raven® UV Ultra® is an industry standard for ultra violet protection.



### Typical Properties of Industrial Carbon Blacks

<b>_</b>		b)		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
Test Method	D3849	D2414	D65		2A-700		D3265		
	Mean Particle	OAN Oil Absorption	NSA Surface	STSA Surface				Country	
	Size	cc/100gm Beads Powder	Area	Area m2/g	¼ Vojatile	Blackness Index	Tint Strength	of Origin	Applications Comments
PERFORMANCE FURNACE CARB				econolis					
8aven¥ 7000 1	11	95 9	5 575	300	8,5	170	145	USA	High Color Coatings, Plastics, & Toner
Rayen® 5000 Ultra® II	8	95 9:	5 583	350	10.5	190	135	USA	Automotive Topcoat & Engineering Plastics applications, Blackest of blacks.
Rayen® 5000 Ultra® III	В	95 9	5 583	350	10.5	S 190	135	USA	Raven® 5000 Ultra® III provides added benefit of very high purity
Raven®3500 1	13	105 10	375	212	5.0	165	145	USA	
Ravené 2500 Ultra®	13	65 6	7 270	206	1.2	168	147	USA	Coatings and engineering plastics applications
Raven® 2000	18	65 70	) 194	168	0.9	166	144	U5A	
Rayen® 1255 1	21	66 6	5 122	119	2.7	161	135	USA	Premium Offset Inks & Specialty Coalings
Ravent 1250	20	55 6	) 113	102	2.5	165	128	A2U	Coatings & Plastics applications
Rayen® 1220 Ultra®	21	77	- 124	112	1,0	132	13)	<b>USA</b>	Eiber appfications
Raven® 1200	20	55 6	0 106	104	1.8	164	128	USA	Coatings & Plastics applications
Rayen® 1190 Ultra®	21	and the second s	- 113	100	1,8	162	125	USA	Fiber spplications
Raven® 1170	21	55 6	0 107	101	1.8	162	124	USA	hks, Coatings & Plastics applications
Raven® 1100 Blira®	32	72 7.	2 301	95	2.4	124	120	USA	High Quality sheetled publication ink applications
Raven® 1080 Ultra® 1	28	60 6		77	1.6.	140	109	USA	
Raven® 1060 Ultra® 1	30	50 5	) 66	65	1.6	128	102	AZU	High quality inks including heatset, sheet fed, & other inks.
Raveno 1040	28	100 10		86	2.6	139	135	ŲSA	Works well in coating applications
	26	65 6	AND THE PARTY OF T	91	2.4	155	125	ASU	
Raven® 1035 1 Raven® 1030	24		- 95	94	1.5	156	118	USA	
The second secon	24	58 6	"Control of and per hyperman in a second	90	1,5	151	121	USA	inks, coatings and plastics applications
Raven® 1020	24	58 6		91	1.9	155	126	USA	
Raven® 1000	30	JU 0		68	1,3	130	97	USA	Coalings applications
Raven® 890 Raven® 880 Ultra®	30	months and an experience and a second and an ex-	- 78	76	1.3	128	104	USA	Plastics applications
	or to the second of the factor	48 5	ranger our Anna page and Arthurson	48	0.7	112	91	USA	Offset inks - strong blue tone, high loading, ink concentrates
14,11,1,14,11,11	34	70 7		63	1.2	130	101	USA	Coatings, ink, and plastisol applications
Raven®850	32	avenues no Completo percenta de son	- 73	71	1.7	118	100	Canada	Flexographic Ink applications
Raven® 820	30	- 10		64	1.2	135	95	USA	Sealant applications
Raven® 790 Ultra®	30		- 89	7.6	0.5	123	105	USA	Toner applications
Raven® 785 Ultra®	30	58 6		77	0.в	134	109	USA	Electrostatic dry toners
Raven® 780 Ultra®	30	48 5		54	1,4	128	102	USA	High quality loks including heatset, sheet fed, & other loks. Works well in coating applications
Raven® 760 Ultra®	58	121	· 40	39	0.9	95	58	USA	
Raven® 520 / Raven® 520 Ultra®	50 58		- 38	38	0.9	98	57	Control of the control of the	Plastic color concentrates for film, pipe, and injection molding applications
Rayen 510 Ultra	53	75 8	Partie and Add Co. Million Dec. of American	44	1.2	100	69	USA	Coatings - tint applications
Raven® 500		and the second second second second second	. 37	37	1.0	97	68	USA	Gravure ink applications
Baven♥460	63			34	1.0	93	61	USA	
Raven® 450	65		The second second second second	31	1.0	85	58	USA	Plastic color concentrates for film and injection molding applications, plastic compounds,
Rayen® 430 Ultra®	82	75 7 72 7		28	1.0	79	50	USA	carbon paper, and powder coating applications. Blue undertone tints typical of lampblacks.
Raven® 420	86			26 26	0.7	65	47	and the second second second	
Raven® 410 / Raven® 410 Ultra®	101	OCHANICA P - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	- 32	32	0,8	90	61	USA	News lok applications
Raven® 415	65	65	ALL AND DESCRIPTION OF THE PARTY.	27	0.8	79	44	The second secon	
Raven® 22	83	+ <u>11</u>		29	0.9	80	46	USA	Blue undertone tints, Carban brush applications - lampblack replacements
Raven® 16	68		-	44	1.7	94	66	Contract that Other Contract	Coaling color concentrates - lampblack replacements
Raven®14 1		- II II5 II	Validation and accompany of the Control of the Cont	124	1.5	146	123	USA	Conductive applications
Conductex® SC Ultra®	20		. 124	112	1.0	142	118	Canada	I/V protection, cable jackets, and fiber applications
Raven® UV Ultra®	20			85	1.0	132	110	Canada	Plastic and ink applications
Raven® L Ultra®	30	The second secon	and and an ordinate of the control o	50	1.0	105	61	Cupada	Wire & Cable, ESD, and other conductive applications
Conductex® 7055 Ukra®	42	170	- 33 - 43	ου 42	1.0	94	55	Canada	Wise & Cable - strippable insulation shield
Conductex® 7051 Ultra®	56	121	A STATE OF THE STA	Total of Application and Application	0.8	143	105	Germany	Plastic pipe and fiber applications
Raven® PFE8	24		- 107	91	1.4	137	112	Germany	Fiber and engineering plastics applications
Raven® P3	24	*************	- 102	97		138	107	Germany	Wire & cable , ESD, and other conductive applications
Raven <sup>®</sup> P	22	***************************************	- 155	109 98	0,9 0.7	130	115	Hungary	Pipe, film & fiber applications
Raven® PS	25	111	- 105 0 <b>72</b>	98 72	1.7	121	105	Bradi	Wire & Cable, PVC color concentrates, inks and coatings applications
Statex® F-12	32	- 11			1,9	125	110	Brazil	Medium color - engineering plastics, masterbatches, PVC compounds, Inks & coatings
Stalex# 300	32	- <b>7</b>		78 10 <b>7</b>	1.0	135	116		Engineering plastics, PVC color concentrates & compounds, inks & coatings
Statex® 125	<u>22</u>	- 12		Code con the comment of the control	.,.,/.,	155	123	8/429	UV protection, plastic color concentrates for film and injection molding,
Copeblack® 890	18	117	- 139	119	1.4		115	Brazi):	as well as letterpress inkapplictions
Copeblack® 690	22		- 111	105	0.9	137 125	111	Brazil	Medium color - Plastics (high loading), low rub-off news ink applications
Copeblack® 450	32	72	- 76	76	0.8	Tent and a second second	66		Medium color - Piastics offering very high loading
Copebjack® 193	66	and any or property of the second sec	36	35	1,0	98	99 57	Brazil	Plastic color concentrates for film and injection molding applications
Copeblack® 49	58	72.	- 39	38	0.7	98			
Copeblack® 35	66	Contraction of the Contract of	. 34	33	0.8	90	56	A LOCAL CONTRACTOR OF THE PARTY	Plastic color concentrates for film and injection molding applications, plastic compounds, carbon paper, and powder coatings applications. Bitue undertone tints typical of lampblack.
Copeblack® 25	100		- 31	30	8.0	65	55	Brazil	Coatings and engineering plastics applications
Raven® 2200 Ultra®	14	65 6		. 187	0,8	167	146		Coalings and engineering plastics approximately  LIV protection, cable Jackets, and fiber applications
Raven® UV Ultra®	20	***	- 124	112	1.0	142	118	Korea	
Rayen® P5 Ultra®	25	112		98	0.7	1,30	114	Korea	Pipe, film & fiber applications
Raven® L	30	72 7		79	0.7	132	112	Korea	Plastics and ink applications
Raven® 880	30	102	- 78	76	1.3	128	102		Geomembrane film applications
Raven® 900	30	- 10		81	0.8	135	102	Korea	News ink applications
Conductex* 7054 Ultra*	56	122	- 43	42	0.5	95	60		Insulation shield, conductor shield and ESD applications
Conductex® 7067 Ultra®	42	140	- 63	54	1.0	108	65		General purpose blue tone black for plastics & coatings - characteristic of lampblack
Raven#425	85	72 7	5 29	29	8.0	82	54	Kolea	Débetai bathose pine tout dietres à transités - materiaire et sembenses
SPECIALTY ADDITIVE FURNACE	CARBON BLAC	CKS							A 11 Company of the C
Raven® H2O 1,2	55	- 11	1 45	45	2.2	90	65	USA	Paper, building products - low dispersion energy requirements, practically a star-in
							Furnace Carl	bon Blacks FAQs	

Surface oxidized, "Treated" grade
 treated gradus typically range in pH from 3 - 3.5
 non-treated gradus typically range in pH from 6.5 - 8.0
 2 - Specially treatment for enhanced dispersion and handling properties

Ultra<sup>c</sup> indicates carbon black having high purity with exceptionally low levels of ash and residue.

Furnace Carbon Blacks FAQs
Nominal specific gravity of 1.80
Cofor Index No.77266
Pigment Black 7
CAS No 1333-86-4

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## PP chemical resistance

Polypropyjene resins are highly resistant to solvents and chemicals.

The results of extensive laboratory and actual field installation tests of polypropylene's chemical resistance are reported in this downloadable PDF which is periodically updated.

The chemical resistance data presented in this PDF for a range of over 260 chemicals and substances is based on ASTM DS43.

### Testing

Unstressed resin specimens are used measuring 76mm (3") long x 0.635mm (0.025") thick, in the shape of dumbbells. Results are reported after 1 month immersion. Important: As it is difficult to create actual service conditions in the laboratory, the results of many of the environments should be taken only as an indication of behavior in service.

## PP chemical resistance capability

Polypropylene resins have outstanding resistance to water and other inorganic environments. In most aqueous environments, its weight increase is less than 0.2% when it has been stored for 6 months at ambient temperatures. When the temperature is increased to 60°C (140°F), the weight increase is less than 0.5% for a similar period. According to ASTM D570, its 24 hr water absorption rate is 0.03%. It resists most strong mineral acids and bases, but it is subject to attack by oxiclizing agents.

Polypropylene resins are appreciably affected by chlorosulfonic acid and oleum at room temperature, 98% sulfuric acid, 30% hydrochloric acid, and 30% hydrogen peroxide at 100C (212F). They are also affected by 98% sulfuric acid at 60C (140F) and fuming nitric acid and liquid bromine at room temperatures. Under strain, failure could occur with strong oxidizing acids at temperatures lower than those mentioned. With few exceptions however, inorganic chemicals produce little or no effect on Polypropylene resins over a period of 6 months at temperatures up to 120C (248 F).

The permeation resistance of Polypropylene resins to organic chemicals depends on the rate and extent to which absorption occurs.

This, in turn, affects the suitability of the resin to serve in a particular environment. When the resin is removed from the environment, evaporation will take place and cause it to return almost to its original dimensions. Property changes resulting from the absorption will be reversed if evaporation is complete.

Temperature and polarity of the organic medium are the foremost factors in determining the extent of absorption by polypropylene. Absorption becomes greater as temperatures are increased and polarity of the medium is decreased. Polypropylene copolymers swell more than homopolymers, indicating greater absorption. Such nonpolar liquids as benzene, carbon tetrachloride, and petroleum ether have a higher absorption rate with polypropylene than polar media such as ethanol and acetone.

Some reduction in tensile strength and an increase in \_exibility and elongation—to—break in tension can be expected, depending on the nature and amount of the organic medium absorbed.

Polypropylene resins have excellent resistance to environmental stress-cracking. When they are tested according to ASTM D1693 the brittle fractures that occur with certain polyethylenes in contact with polar organic liquids, detergents, and silicone fluids are not observed. Failure of this type with polypropylene is rare. Those environments known to cause such cracking to polypropylene are 98% sulfuric acid, concentrated chromic/sulfuric acid mixtures, and concentrated hydrochloric acid/chlorine mixtures.

The useful life of Polypropylene resins at elevated temperatures is limited by oxidative degradation. The expected life of polypropylene at any given temperature is also determined by the nature of the environment, and by the extraction of some of the anti-oxidant system. Any environment that tends to extract the antioxidants may lead to more rapid breakdown of the polypropylene, especially at elevated temperatures.

# Cas Signal

Chemicals A - B

### Rating system

This chart rates the chemical resistance of Polypropylonc resin according to the following code:

## A - Negligible effect

Should be suitable for all applications where these environmental conditions exist.

## B - Limited absorption or attack

Should be suitable for most applications, but the user is advised to make his or her own tests to determine the suitability of polypropylene in the particular environment.

## C - Extensive absorption and/or rapid permeation

Should be suitable for applications where only intermittent service is involved, or where the swelling produced has no detrimental effect on the part.

## D - Extensive attack

The specimen dissolves or disintegrates. Polypropylene is not recommended.

4 4 4 4

∢ | ∢

Satd.

Satd.

**ω** ω

2 2

4 4 4

Satd.

Note: The user is advised to make his or her own tests to determine the suitability of polypropylene in the particular environment.

Environment	Conc.	20	Temp 'C 60	103	Environment
Acetic acid (glacial)	26	∢	B (20°C)	,	Ammonium metaphosphate
Acetic acid	50	A	() A ()	and condensation reproductions of	Ammonium nitrate
Acetic acid	40	A	(80 C)	**************************************	Ammonium persultate Ammonium sulfate
Acetic acid	10	A	4		Ammonium sulfide
Acetone	100	<	A	1	Ammonium thiocyanate
Acetophenone	100	m	œ	•	Amyl acetate
Acriflavine	7	4	A	, çç	Amyl alcohol
(2% Solution in H <sub>2</sub> U)		· ·	· · · · · · · · · · · · · · · · · · ·	(90 €)	Amyl chloride
Acrylic efficisions	***************************************	< ا	X		Aniline
Attimismus fire in		<	~ ×		Anisole
Aluminali Habilida	***************************************	( -	۲ -		Antimony chloride
Aluminum sulfate		A	A		Aviotion filei (115/145
Alums (all types)		∢	A		octane)
Ammonia (aqueous)	30	∢	*	1	Aviation turbine fuel
Ammonia gas (dry)		4	A	*	
Ammonium carbonate	Satd.	4	∢	ı	Barium carbonate
Ammonium chloride	Satd.	4	A	,	Barium chloride
Ammonium fluoride	20	4	A		Barium hydroxide
Ammonium hydroxide	10	A	A	*	Barium sulfate
THE RESIDENCE OF THE PROPERTY			A harmonic to the stream has been present and an		Barium sulfide

⋖

100

300

4 4 4 4

AABBADAB

**4** 4

⋖

Satd.
Satd.
Satd.
Satd.
Satd.
100

4 4

# Chemicals Ist

Chemicals B - D

Environment	Conc.	٩	Тетр 'С 60	100	Environment	Conc.	Z0_T	Temp 'C 60	<b>8</b> 2	<b>Environment</b> C	Conc.	7 OZ	Temp C 60	100
Beer		⋖	⋖	,	Calcium phosphate	20	∢	ŧ		Chromic/sulfuric acid		D	۵	,
Benzene	100	89	U	Ų	Calcium sulfate		A	∢	,	Cider		¥	٨	
Benzoic acid	∢	∢	1	and the second s	Calcium sulfite		A	A	to the property of the state of	Citric acid	10	Ą	Æ	•
Benzyl alcohol		A	A (80°C)	-	Carbon dioxide (dry)		A	٧		Copper chloride	Satd.	A	A	,
Bismuth carbonate	Satd.	Ą	A A	,	Carbon dioxide (wet)		A	A	,		Satd.	A	4	-
BOTAX		A	A	1	Carbon disulfide	100	20	ر	,	Copper fluoride	Satd.	A	Α	
	draft of the state	,		-	Carbon monoxide		⋖	∢	,	Copper nitrate	Satd.	∢	⋖	,
מיים מיים מיים מיים מיים מיים מיים מיים	Cata	( <	( <	***************************************	. Carbon tetrachloride	100	Ų	υ	υ	Copper sulfate	Satd.	∢	A	*
Ryowing Liquid	Jaiu.	τ   -	ζ		. Carbonic acid		⋖	Ą	,	Cottonseed oil		∢	¥	+
	3 2	ء ا د	-		. Castor oil		∢		,	Cuprous chloride	Satd.	∢	⋖	
	( <del>d</del> )	ا الله	t (	*	. Cetyl alcohol	100	A	mmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmm	*	Cyclohexanol	100	∢	മ	
Butyl acetate	90   9	. ا ر	. ا ر	•	Chlorine (gas)	100	O	٥		Cyclohexanone	100	8	U	
butyl alconol	99	∢	∢		- Chlorobenzene	100	Ų	U	,					
Calcium carbonate	Satd.	∢	∢	•	Chloroform	100	U	۵	۵	Decalin	100	U	U	U
Calcium chlorate	Satd.	∢	A	,	Chlorosulfonic acid	100	۵	۵	۵	Detergents	2	A	4	A
Calcium chloride	20	A	¥	,	Chrome alum		∢	A		Developers (photographic)		∢	4	
Calcium hydroxide		4	Æ	1	Chromic acid	80 <sup>(2)</sup>	⋖	,	,	Dibutyl phthalate	100	А	æ	۵
Calcium hypochlorite bleach	20(4)	∢	82	•	Chromic acid	50(4)	∢	∢	,	Dichloroethylene	100	Æ		,
Calcium nitrate		∢	∢	1	Chromic acid	10(0)	∀	٧	,	Díethanolamine	100	A	A	-
A THE PARTY OF THE		1	and resolution or the second o	The second secon	an a palamentaria provincia per provincia per provincia de la compacta de la compacta de la compacta de la comp	Ment, plants of the specific between the party	-		+++++					

# Chemicals Ist

Chemicals E - H

Snyironment	Conc.	20	Temp 'C 60	100	Environment	Conc.	E 82	Temp 'C 60	<b>6</b> 2	Environment	Conc. %	92	Temp C 60	160
Diisooctyl phthalate	100	∢	⋖	•	Fluorosilicic acid		٧	∢		Hydrochloric acid	30(a)	⋖	89	۵
Emulsifiers		٨	٨	1	Formaldehyde	40	Ą	A		Hydrochloric acid	20	A	A (2010)	
Ethanolamine	100	4	∢	•	Formic acid	100	٧	•		Hydrochloric acid	01	A	(500 C)	8
Ethyl acetate	100	æ	В	The state of the s	Formic acid	10	A	A			)	A CONTRACTOR OF THE PARTY OF TH	(SO.C)	
Ethyl alcohol	96	A	A		Fructose		A	А	-	Hydrochloric acid	2	∢	∢	4
Ethyl chloride	100		(30.08)	draman remadent remandent	Fruit juices		A	A	1	50-50 HCI-HNO <sub>3</sub>	(a)	æ	D.(80.C)	•
Ethylene dichloride	001	- Las		¢	Furfural	100	U	v	-	Hydrofluoric acid	40	A		-
Ethylene glycol		<	A	***						Hydrofluoric acid	60 <sup>(a)</sup>	∢	A ().(%)	മ
Ethylene oxide	100	8	-		Gas liquor		Ų		,				(+)	
		(10.0)			Gasoline	100	മ	υ	υ	Hydrogen chloride gas (dry)	100	A	A	
Ethyl ether	100	8	,	,	Gearbox oil	100	A	8		Hydrogen peroxide	30	¥	-	٥
	***************************************				Gelatin		A	A	,	Hydrogen peroxide	10	A	B	-
Fatty acids (C <sub>6</sub> )	100	∢	∢	,	Glucose	20	A	A		Hydrogen peroxide	3	4	,	,
Ferric chloride	Satd.	A	A	-	Glycerin	100	¥	A	*	Hydrogen sulfide	a published by grammers of second	A	A	-
Ferric nitrate	Satd.	A	A	***************************************	GIYEO!		4	¥		Hydroquinone		A	Æ	
Ferric sulfate	Satd.	A	∢	1										
Ferrous chloride	Satd.	A	A	1	Hexane	100	∢	മ						
Ferrous sulfate	Satd.	A	٨		Hydrobromic acid	50(a)	4	A						

# Chemicals Ist

Chemicals I - P

Environment.	Conc.	- 02	Temp C 60		EnVironment	Conc.	T 02	Temp "C 60	100	Environment	Conc. %	20	Temp C 60	100
					Magnesium nitrate	Satd.	∢	∢	(	Nickel sulfate	Satd,	¥	A	•
Inks		∢	A	•	Magnesium sulfate	Satd.	4	∢		Nitric acid	fuming	۵	۵	۵
lodine tincture		4		•	Magnesium sulfite	Satd.	A	A	•	Nitric acíd	70(23	υ	۵	
Isooctane	100	U	U	-	Meat juices		A	Ą		Nítric acid	9	Æ	ت درده	-
Isopropyl alcohol	100	4	A	.	Mercuric chloride	40	¥	Ø		Nitrinacid	10	<	(90 C) A	A
					Mercuric cyanide	Satd.	⋖	∢		50-50 HCOHC	(a)	· · · · · ·	Ω	and the party materials
Ketones		∢	,	,	Mercurous nitrate	Satd.	A	Þ		m 1	ţ	١	(3.08)	
TO THE PROPERTY OF THE PROPERT					Mercury	100	A	Æ		50-50 HNO <sub>3</sub> -H <sub>2</sub> -50 <sub>4</sub>	(a)	U	D.(80.C)	1
Lactic acid	20	4	¥	£	Methyl alcohoí	100	∢	∢	•	Nitrobenzene	100	A	A	
Lanolin	100	⋖	٧	1	Methylene chloride	100	¥		,	THE RESERVE THE PARTY OF THE PA				
Lead acetate	Satd.	4	A		Methyl ethyl ketone	100	A	8		Ota night		∢	œ	¢
Linseed oil	100	¥	A	1	Milk and its products	Martin harmen the revenience	A	∢	∢				1	
Lubricating oil	100	A	8	,	Mineral oil	100	∢	മ		Olive oil	100	⋖	۵	-
					Molasses		A	A		Ovalic acid (agueous)	05	: 4		
Magenta dye	2	۲	∢	f	Motor oil	100	∢	മ	,				-	-
(aqueous solution)			Some							39	9	<	۵	
Magnesium carbonate	Satd.	∢	Ą	•	Naphthalene	100	∢	∢	⋖	PARAITIN mmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmm	007	<	2	
Magnesium chloride	Satd.	A	¥	,	Nickel chloride	Satd.	∢	A		rarailii wax	00.	ξ .	٤ (	
Magnesium hydroxide	Satd.	∢	A	off-to-free missesses and selected	Nickel nitrate	Satd.	A	A		Petroi	001	۵	,	
	A LOCAL DE LA CONTRACTOR DE LA CONTRACTO	white freedings become an armount			***************************************		-	THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS O						

# Chemicals Ist Chemicals P-S

<b>Environment</b>	Сепс		Temp 'C	Environmen
	%	20	001 09	
Petroleum ether	100	U	ن	Potassium c
Phenol	100	A	. A	Potassium c
Phosphoric acid	95	A	. A	Potassium c
Plating solutions, brass		A	A .	Potassium c
Plating solutions, cadmium		4	. A	Potassium c
Plating solutions, chromium	***************************************	A	A -	- Potassíum d
Plating solutions, copper	ment merenanten menten	A	* Y	Potassium t
Plating solutions, gold		4	۸ ۸	Potassium f
Plating solutions, indium	den sendamenten and senden recent	A	A -	Potassium r
Plating solutions, lead		4	. A	- Potassium r
Plating solutions, nickel		A	- A	Potassium r
Plating solutions, rhodium		A	· 4	- Potassium p
Plating solutions, silver	rdshort rivett named and	A	. A	Potassium p
Plating solutions, tin	arrament de contraction de contracti	¥	- -	- Potassium p
Plating solutions, zinc		A	-	Potassium s
Potassium bicarbonate	Satd.	A	- A	Potassium
Potassium borate	- p	*	- ¥	Potassium :
Potassium bromate	10	∢	Α -	Propyl alcol
Potassium bromide	Satd.	¥	, A	Pyridine
***************************************		Market Market August August 1		No.

Environment	Conc. %	. 02	Тетр С 60 I	00	Environment	Çoğ
Potassium carbonate	Satd.	∢	4	,		
Potassium chlorate	Satd.	4	٨	,	Silicone oil	10
Potassium chloride	Satd.	∢	A	,	Soap solution (concentrated)	
Potassium chromate	40	∢	A		Sodium acetate	
Potassium cyanide	Satd.	¥	∢	,	Sodium bicarbonate	Sati
Potassium dichromate	40	¥	∢		Sodium bisulfate	Sat
Potassium ferri-/ferrocyanide		4	٨		Sodium bisulfite	Sate
Potassium fluoride		∢	4	,	Sodium borate	
Potassium hydroxide	20	4	A		Sodium bromide oil solution	
Potassium hydroxide	10	∢	А	A	Sodium carbonate	Sat
Potassium nitrate	Satd.	4	А		Sodium chlorate	Sat
Potassium perborate	Satd.	4	4		Sodium chloride	Sat
Potassium perchlorate	10	∢	A	,	Sodium chlorite	2
Potassium permanganate	20	A	4		Sodium chlorite	12
Potassium sulfate		∢	¥	,	NATIONAL PROPERTY OF THE PROPE	
Potassium sulfide		A	Α .	,	Sodium chlorite	Ξ
Potassium sulfite		∢	A	1	Sodium chlorite	2(
Propył alcohol	100	A	4	1		
Pyridine	1 00	A		,	Sodium cyanide	Sat

# Chemicals list

Chemicals S - Z

(a) May produce cracking in material under stress

Environment	Ð	Conc.		Temp 'C		Snyironment	Conc		Тетр С	
		%	20	90	001		<b>-</b> %	07	 	
Sulfamic acid			A	A .	*	Transformer oil	100	∢	Ų	.
pant ip taman terresis en	herster title state en state			(3.08)	narramer of the facility were placed	Trichloroacetic acid	10	∢	∢	,
Sulfates of calcium and magnesium	Γ	ح أ	∢	∢	1	Trichloroethylene	100	A	(80°C)	1
	0	Sald.			4+0+140+14	Turpentine	100	U	Ų	ں
Sulfates of and sodium	um Hium		∢	∢	ı	Urea		⋖	A	
Sulfur	1	America Assertated - published	A	A	*	Urine	-	∢	A	,
Sulfuric acid		686	U	3	۵	Water	7	∢	∢	4
Sulfuric acid		09	∢	8 (80°C)	,	(distilled, sort, hard and vapour) Wet chlorine	gas		٥	
Sulfuric acid		50	٨	80	,			~	807	V
Sulfuric acid		10	4	A	A	Whiskey	100	<b>(</b>   <	(   0	
50-50 H <sub>2</sub> SO <sub>4</sub> /HNO <sub>3</sub>		(a)	C	D		wnite parailin	2	ζ	80%	
THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TO THE PERSON NAMED				(80.C)		White spirit	100	മ	Ú	F
wollet.			∢	∢	•	Wines		A	A	,
Tannic acid		01	A	A		Xylene	100	U	Ú	U
Tartaric acid			4	Æ	,	Yeast		∢	∢	
Tetrahydrofuran		100	C	υ	υ	AND THE RESIDENCE AND THE PARTY OF THE PARTY	644.0	<	<	,
Tetralin		100	Ų	U	υ		Jaku.	ζΑ	( A	
Toluene		100	U	U		Zinc cultate	Satd	.   <b>4</b>	4	
	- Annual of the second					שוור שוומיב	5			

## SCTE ISBE

**Interface Practices Subcommittee** 

### AMERICAN NATIONAL STANDARD

**ANSI/SCTE 77 2017** 

**Specifications for Underground Enclosure Integrity** 

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### 1. Introduction

### 1.1. Executive Summary

The purpose of this document is to establish the performance requirements for underground enclosures. The document provides Standards Engineers and Systems Designers a means of evaluating underground enclosure performance regardless of the materials used or the methods employed in the manufacture of the enclosures.

### 1.2. Scope

The scope of this document covers conformance tests and requirements for the integrity of grade-level enclosures containing telecommunication or other low voltage apparatus that *may* be exposed to the public.

The purpose of this document is to describe the requirements for a comprehensive integrity system for grade-level enclosures providing long installation life and minimal maintenance. This document is intended to provide guidance for the use of enclosures in non-deliberate traffic areas. Requirements for enclosures in deliberate traffic areas are covered by American Association of State Highway and Transportation Officials (AASHTO).

### 1.3. Benefits

Underground enclosures are designed and used for a variety of applications: slack cable, junction enclosures, and splice enclosures, etc. This document provides the specifier and end user the minimum performance criteria needed to ensure that the enclosure is designed for the outside plant application. Without this document there are no performance requirements for outside plant enclosures, and the long term integrity of the system may be compromised. This document helps specifying individuals design the outside plant and establish enclosure performance requirements throughout the system. The document will serve as a method to ensure long term enclosure integrity as more outside plant systems are installed underground.

### 1.4. Intended Audience

A Standard Engineer or System Designer will be able to use this document to evaluate products from a variety of manufacturers and specify the best product for the application. It is intended to be used by a large cross section of individuals not just those with engineering backgrounds. The test methods and accompanying figures are intended to guide the individual through the process in a logical manner.

### 1.5. Areas for Further Investigation or to be Added in Future Versions

Areas of future investigation include:

- Adding a section dedicated to installation applications
- Adding a section dedicated to installation details
- Adding a section for hybrid type installations to help others benefit from work being done across
  the country

### 2. Normative References

The following documents contain provisions, which, through reference in this text, constitute provisions of the standard. At the time of Subcommittee approval, the editions indicated were valid. All standards are subject to revision; and while parties to any agreement based on this standard are encouraged to investigate the possibility of applying the most recent editions of the documents listed below, they are reminded that newer editions of those documents may not be compatible with the referenced version.

### 2.1. Standards from Other Organizations

- 1. ASTM D543-14 "Standard Practices for Evaluating the Resistance of Plastics to Chemical Reagents"
- 2. ASTM D570-98 (2010) "Standard Test Method for Water Absorption of Plastics"
- 3. ASTM D635-06 "Standard Test Method for Rate of Burning and/or Extent and Time of Burning Plastics in a Horizontal Position"
- 4. ASTM D2444-99 (2010) "Standard Test Method for Determination of the Impact Resistance of Thermoplastic Pipe and Fittings by Means of a Tup (Falling Weight)"
- 5. ASTM G154-12 "Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials"
- 6. US Dept. of Agriculture, Rural Utilities Service, 7 CFR 1755.910 "RUS Specification for Outside Plant Housings and Serving Area Interface Systems"
- 7. ASTM C1028-07 "Standard Test Method for Determining the Static Coefficient of Friction of Ceramic Tile and Other Like Surfaces by the Horizontal Dynamometer Pull-Meter Method"

### 3. Informative References

The following documents may provide valuable information to the reader but are not required when complying with this standard.

### 3.1. Published Materials

- American Association of State Highway and Transportation Officials (AASHTO) "Standard Specification for Highway Bridges" 17th Edition.
- 2. National Fire Protection Association (NFPA 70) National Electric Code 2014, Section 314.30
- 3. Americans with Disabilities Act (ADA) "Accessibility Guidelines for Buildings and Facilities" (ADAAG) and the "Technical Bulletin: Floor and Ground Surfaces". Both are free from US Government website <a href="http://www.access-board.gov/">http://www.access-board.gov/</a>.
- 4. Torque values for UNC threads taken from Audel Mechanical Trades, 4th Edition

### 4. Compliance Notation

	This word or the adjective means that the item is an absolute
shall	requirement of this specification.
. 7 77 4	This phrase means that the item is an absolute prohibition of this
shall not	specification.
forbidden	This word means the value specified shall never be used.
should	This word or the adjective "recommended" means that there may exist valid reasons in particular circumstances to ignore this item, but the full implications should be understood and the case carefully weighted
	before choosing a different course.
should not	This phrase means that there may exist valid reasons in particular circumstances when the listed behavior is acceptable or even useful, but the full implications should be understood and the case carefully weighed before implementing any behavior described with this label.
may	This word or the adjective "optional" means that this item is truly optional. One vendor may choose to include the item because a particular marketplace requires it or because it enhances the product, for example; another vendor may omit the same item.
deprecated	Use is permissible for legacy purposes only. Deprecated features may be removed from future versions of the standard. Implementations should avoid use of deprecated features.

### 5. Definitions

### 5.1. Definitions

Underground Enclosure	An enclosure which houses and protects underground distribution equipment, including but not limited to: splice cases, excess cable, and construction or pull-box equipment. These enclosures are typically non-metallic. The removable cover is typically installed flush to grade and supports the anticipated loading requirements of the installation.
Failure Load	The inability of the product to accept any further increase in load
Design Load	The intended service load of the enclosure
Test Load	The design load multiplied by a safety factor.

### 6. Environmental Test

Note: Forty-eight (48) material coupons are required to complete the environmental tests.

### 6.1. Control Coupons

Six (6) coupons of the enclosure material(s) *shall* be prepared. The thickness *shall* match the material thickness of the appropriate section of the enclosure. The length and width *shall* be determined by the testing equipment to be used. These coupons are the control coupons. Test the coupons for ultimate flexural strength. Average the values of stress and deflection at failure for each coupon to establish the control values.

### 6.2. Chemical Resistance

Thirty (30) material coupons with the same dimensions as the control coupons *shall* be measured and weighed, and three coupons exposed to each of the following chemical reagents:

Concentration in water solution Reagent Sodium Chloride 5% Sulfuric Acid 0.1NSodium Carbonate 0.1N0.1NSodium Sulfate Hydrochloric Acid 0.2N 0.1NSodium Hydroxide Acetic Acid 5% Per ASTM D3699, Type K1 Kerosene Per ASTM D3487, Type II Transformer Oil Magnesium Chloride 5%

Table 1 - Reagent/Concentration in Water

Expose the coupons in accordance with ASTM D543, Immersion Test, Practice "A", Procedures 1 and 2, with both conducted at room temperature, using Standard Laboratory Atmosphere and seven days for all tests. After exposure, measure, weigh and visually examine the coupons for changes. Test the coupons for ultimate flexural strength. Average the values of stress and deflection at failure for each coupon to establish the values for each reagent. The tested coupons *shall* retain at least 75% of the control values for stress and deflection and have no more than a 2% change in weight.

### 6.3. Simulated Sunlight Exposure

Three (3) material coupons with the same dimensions as the control coupons *shall* be measured, weighed, and tested in accordance with ASTM G154 per Cycle #1 of Appendix X2 for 1000 hours to simulate direct solar UV radiation. After exposure, measure, weigh and visually examine the coupons for changes. Test the coupons for ultimate flexural strength. Average the values of stress and deflection at failure for each coupon to establish the test values. The tested coupons *shall* retain at least 75% of the control values for stress and deflection and have no more than a 2% change in weight.

### 6.4. Water Absorption

Six (6) material coupons, three (3) for the twenty-four-hour test and three (3) for the boil test, with the same dimensions as the control coupons *shall* be measured, weighed, and tested in accordance with ASTM D570, sections 6, 7.1, and 7.5. After exposure, measure, weigh and visually examine the coupons for changes. Test the coupons for ultimate flexural strength. Average the values of stress and deflection at failure for each coupon to establish the test values. The tested coupons *shall* retain at least 75% of the control values for stress and deflection and have no more than a 2% change in weight.

### 6.5. Flammability

Three (3) material coupons with dimensions 25mm (1 inch) wide by 125mm (5 inch) long by finished product thickness are held in a horizontal position, ignited on one end, and the rate of burning along the length determined in accordance with ASTM D635, Sections 4, 5 and 6. The burning rate *shall* be less than 8mm (0.3 inch) per minute for each 3mm (0.1 inch) of thickness.

### 6.6 Internal Equipment Protection Test

The enclosure and the internal equipment therein *shall* remain suitable for use when tested for fire resistance in accordance with US Dept. of Agriculture, Rural Utilities Service, 7 CFR 1755.910 Section (e) "Performance Criteria and Test Procedures for Housings", subsection (3) "Environmental Requirement for Housings", paragraph xiii, "Fire Resistance", requirement (A).

The test housing **shall** be installed in a manner typical of field installation. U.S. No. 1 wheat straw **shall** be placed on the ground around the housing base in an one meter (3 ft) radius at an approximate depth of 10 cm (4 in.). The straw **shall** be ignited and permitted to burn fully. After the housing has cooled, its contents **shall** be inspected for evidence of ignition, melting, burning, or structural damage. Damage sufficient to impair service constitutes failure.

### 7. Structural Load Tests on Full-Size Products

It is recognized that as wheels roll over an enclosure, loads are imparted laterally and vertically into the sidewall, and vertically onto the cover. The structural load tests *shall* use the three test positions as described in paragraphs 7.1 through 7.3 to evaluate enclosures and match the intended application with enclosure performance: Figure 2, Figure 4, Figure 5, Figure 8 and Figure 10 for all Tiers up to and including Tier 15; Figure 3, Figure 6, Figure 7, Figure 9 and Figure 11 for Tier 22; Figure 12, Figure 13, Figure 14 and Figure 15 for the Lateral Sidewall Test for the enclosures. Enclosures *should* be 72 +/- 8 °F when tested. See Table 2 for the Load Requirements for all Tiers.

Table 2 - Design/Test Loads

Application		Loading	Requireme	ents
Pedestrian Traffic Only  Tier 5  Sidewalk applications with a safety factor for occasional non-deliberate vehicular traffic	Vertical Vertical Lateral	Test Load Design Load Test Load Design Load Test Load	13.3kN 22.2 kN 33.3 kN 28.7 kPa 43.1 kPa	3000 pounds 5000 pounds 7500 pounds 1800 pounds. 2700 pounds.
Tier 8 Sidewalk applications with a safety factor for non-deliberate vehicular traffic	Vertical Lateral	Design Load Test Load Design Load Test Load	35.6 kN 53.4 kN 28.7 kPa 43.1 kPa	8000 pounds 12000 pounds 1800 pounds 2700 pounds
Tier 15 Driveway, parking lot, and off- roadway applications subject to occasional non-deliberate heavy vehicular traffic	Vertical Lateral	Design Load Test Load Design Load Test Load	66.7 kN 100.1 kN 38.3 kPa 57.5 kPa	15000 pounds 22500 pounds 2400 pounds 3600 pounds
Tier 22  Driveway, parking lot, and off- roadway applications subject to occasional non-deliberate heavy vehicular traffic	Vertical Lateral	Design Load Test Load Design Load Test Load	100.1 kN 150.1 kN 38.3 kPa 57.5 kPa	22500 pounds 33750 pounds 2400 pounds 3600 pounds
AASHTO H-20 Deliberate vehicular traffic applications.		recast concrete, l materials.	cast iron, or	AASHTO-

### 7.1. Lateral Sidewall Load Test

Apply the uniformly distributed lateral load parallel to the top surface of the enclosure on the longest wall as shown in of Figure 12, Figure 13, Figure 14 and Figure 15. Transmit the load using a flat, rigid steel plate(s) 610mm (24 inch) x 457mm (18 inch) x 25mm (1 inch), yielding a surface area of 3 ft², bearing against any suitable medium which will conform to the shape and angle of the enclosure sidewall (such as sand bags) to achieve uniform load. For enclosures with a long wall dimension less than 1524mm (60 inches), a single loading plate 24 inch wide x 18 inch x 1 inch thick is centered on the sidewall as shown in Figure 12, Figure 14 and Figure 15. For enclosures with a long wall dimension 1524mm (60 inches) or greater, two loading plates 24 inch deep x 18 inch wide x 1 inch thick are used, and the loading plates are located at the L/3 positions and centered vertically as shown in Figure 13. Apply the design load listed in Table 2 to each of the plates. For all lengths of enclosures, support the opposite sidewall in a like manner to achieve a uniform reaction, or support the enclosure on ribs or stiffeners so that no local failure occurs. Use a spherical swivel head in the testing machine. Install a typical cover during this test. Position a deflection measuring device to measure the relative deflection between the testing machine table and the inside center of the loaded sidewall of the enclosure. If a compressible medium is used for a reaction base, its deflection is measured and subtracted from the total to yield the net deflection. Zero the deflection gauge prior to the application of the first design load, and do not re-zero the gauge between cycles. Load the enclosure ten times to design load and record the corresponding deflections for each cycle. Load the enclosure to the test load, or failure, whichever occurs first.

### 7.2. Vertical Sidewall Load Test

For Tiers up to and including Tier 15, distribute the load over a 127mm (5 inch) x 254mm (10 inch) area (see Figure 8 and Figure 10). Position a 254mm (10 inch) x 254mm (10 inch) x 25mm (1 inch) thick steel load plate over a 13mm (1/2 inch) thick rubber pad so that a 127mm (5 inch) x 254mm (10 inch) area is effective in transferring the load. Center the ram on the 127mm (5 inch) x 254mm (10 inch) area. For Tier 22, distribute the loads over a 127mm (5 inch) x 508mm (20 inch) area (see Figure 9 and 11). Position a 254mm (10 inch) x 508mm (20 inch x 25mm (1 inch) thick steel load plate over a 13mm (1/2 inch) thick rubber pad so that a 127mm (5 inch) x 508mm (20 inch) area is effective in transferring the load. Center the ram on the 127mm (5 inch) x 508mm (20 inch) area. For all Tiers, support the base with rigid material. The loading pad is centered on the long dimension and performed with a typical cover in-place. Position the deflection measuring devices to indicate both the vertical deflection of the load plate, and the lateral deflection of the center of the wall below the load plate. Zero the deflection gauge prior to the application of the first design load, and do not re-zero the gauge between cycles. Load the enclosure ten times to the design load and record the corresponding deflections for each cycle. Load the enclosure to the test load, or failure, whichever occurs first.

### 7.3. Cover Vertical Load Test

For Tiers up to and including Tier 15, distribute the vertical load over a 254mm (10 inch) x 254mm (10 inch) area (see Figure 2, Figure 4 and Figure 5). Apply the load with a 254mm (10 inch) x 508mm (20 inch) area (see Figure 3, Figure 6 and Figure 7). Apply the load with a 254mm (10 inch) x 508mm (20 inch) x 25mm (1 inch) thick steel load plate backed with a 13mm (1/2 inch) thick rubber shim. For all Tiers, use a spherical bearing swivel head in the testing machine. Install a cover in an enclosure during the test. Center the loading pad over the portion of the cover which will produce the maximum deflection under load. Test Multiple-piece covers on both on the center of the cover and on the center of the partial cover. Measure deflection of the load plate perpendicular to the cover on the long centerline of the enclosure. Zero the deflection gauge prior to the application of the first design load, and do not re-zero the gauge between cycles. Position deflection

measuring device or devices so as to measure only the deflection of the cover. Load the cover ten times to the design load and record the deflection for each cycle. Load the cover to the test load, or failure, whichever occurs first.

### 7.4. Loading Acceptance Criteria

Failure of any enclosure component *shall not* occur at less than the tabulated test load based on the test conducted and the application. The maximum allowable deflection at the Design Load is indicated in Table 3. For tapered enclosures, use average outside wall length (excluding ribs) to determine maximum allowable lateral deflection. For round enclosures with a tapered wall, use the average outside diameter (excluding ribs) as the wall length. For round enclosures with a straight wall, use the outside diameter (excluding ribs) as the wall length.

Maximum Lateral Deflection at **Maximum Vertical Deflection** Structural Load Test Design Load at Design Load 21mm per meter (0.25 inches per Lateral Sidewall load Test N/A foot) of average wall length 21mm per meter (0.25 inches per Vertical Sidewall Load Test 13mm (0.5 inch) foot) of average wall length N/A 13mm (0.5 inch) Cover Vertical Load Test

Table 3 – Maximum Allowable Deflection at Design Load

### 7.5. Cover Impact

Any exposed portion of the cover *shall* withstand a 95 Nm (70 foot pound) impact administered by a weight having a "C" tup per ASTM D2444 without puncturing or splitting. The test is conducted with the cover on a flat rigid surface such as concrete or steel plate.

### 7.6. Coefficient of Friction Test

A typical production cover is tested to assess the slip resistance of the walking surface that is or *may* be exposed to pedestrian traffic. The static coefficient of friction of this surface *shall* be a minimum of 0.50 as determined using ASTM 1028-06 Section 8, or any equivalent test method. Other test methods are described in Reference 2.1.

### 7.7. Torque Value of Fastening Devices

A typical enclosure has threaded inserts in the box with a bolt that fastens the cover to the box. The torque value of the threaded insert and bolt is based on the thread size. Table 4 shows the recommended design and test torque value of the standard inserts and bolts in use. A typical bolt and insert is tested to determine if it will meet the torque value. Thread the bolt into the insert through a steel plate on the bearing ledge of the box, as shown in Figure 1. Tighten the bolt to the test torque value and then remove the bolt from the insert. Failure of a bolt or insert is the inability to remove the bolt by hand from the insert after the load has been released. The box *should not* show any detrimental effects such as cracking, splitting or spalling.

Table 4 – Recommended Torque Values

TDI J Ci	Gra	da 2	Gra	de 5	Gra	ide 8
Thread Size	Design	Test	Design	Test	Design	Test
3/8-16 UNC	20 Nm	31 Nm	34 Nm	52 Nm	50 Nm	76 Nm
5/6-10 0110	(15 ft lbs)	(23 ft lbs)	(25 ft lbs)	(38 ft lbs)	(37 ft lbs)	(56 ft lbs)
½-13 UNC	50 Nm	76 nm	81Nm	122 Nm	125 Nm	187
/2-x5 0110	(37 ft lbs)	(56 ft lbs)	(60 ft lbs)_	(90 ft lbs)	(92 ft lbs)	(138 ft lbs)
5/8-11 UNC	100 Nm	150 Nm	163 Nm	244 Nm	244 Nm	366 Nm
5,6 11 0110	(74 ft lbs)	(111 ft lbs)	(120 ft lbs)	(180 ft lbs)	(180 ft lbs)	(270 ft lbs)
3/8-7 lag thread	20 Nm	31Nm	N	/A	N	I/A
	(15 ft lbs)	(23 ft lbs)				*/*
1/2-6 lag or coil	50Nm	76 Nm	N	7/A	^	I/A
thread	(37 ft lbs)	(56 ft lbs)				

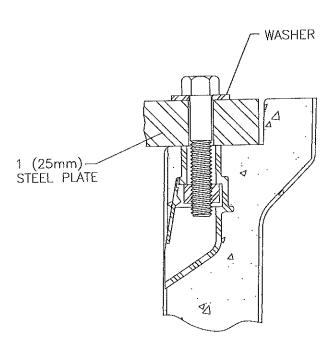


Figure 1 – Torque Test Setup for Threaded Inserts and Bolts

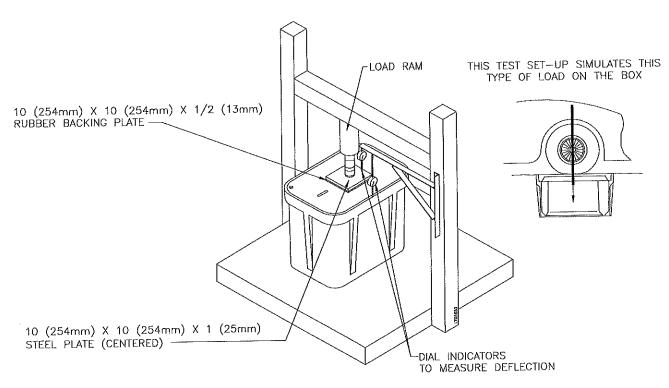


Figure 2 - Cover Vertical Load Test (Pedestrian, Tiers 5, 8, & 15)

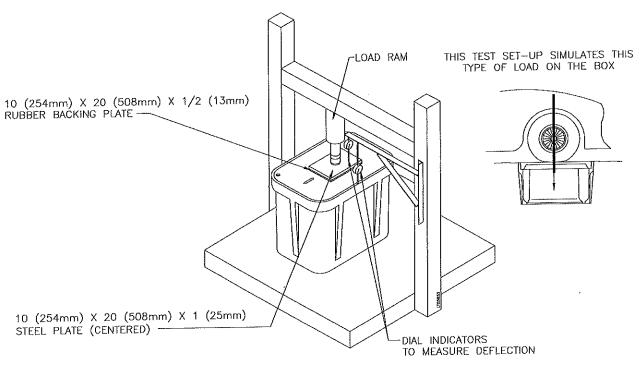


Figure 3 - Cover Vertical Load Test (Tier 22)

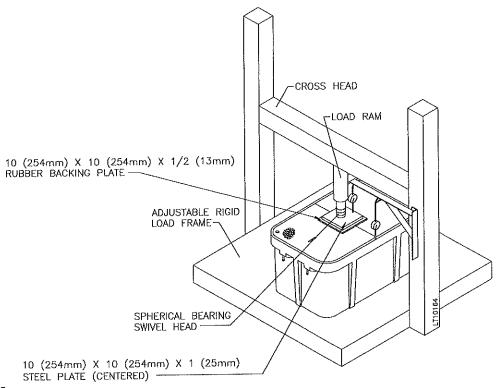


Figure 4 - Cover Vertical Load Test for Multiple Covers (Center of Cover) (Pedestrian, Tiers 5, 8, & 15)

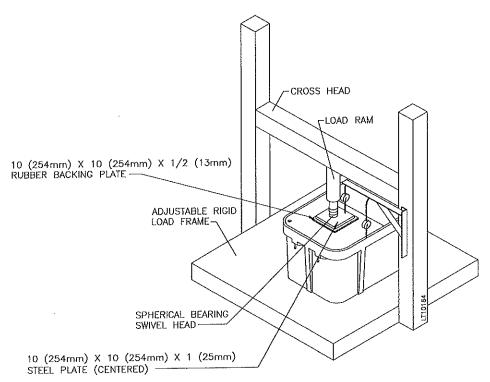


Figure 5 - Cover Vertical Load Test for Multiple Covers (Center of Partial Cover) (Pedestrian, Tiers 5, 8, & 15)

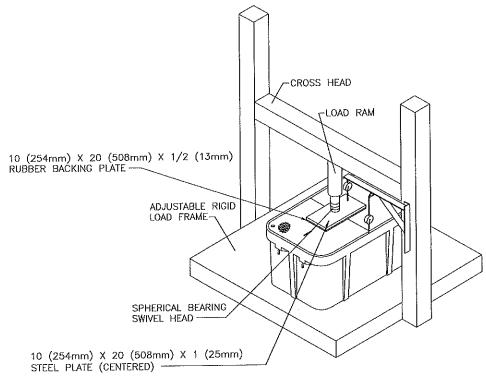


Figure 6 - Cover Vertical Load Test for Multiple Covers (Center of Cover) (Tier 22)

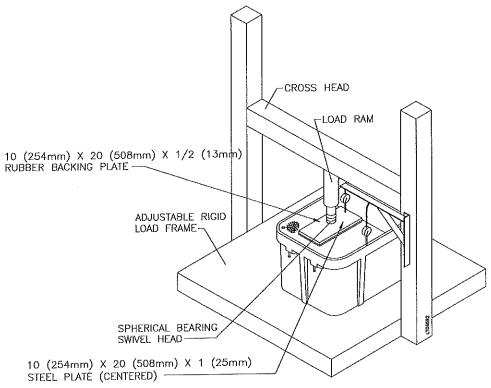


Figure 7 - Cover Vertical Load Test for Multiple Covers (Center of Partial Cover) (Tier 22)

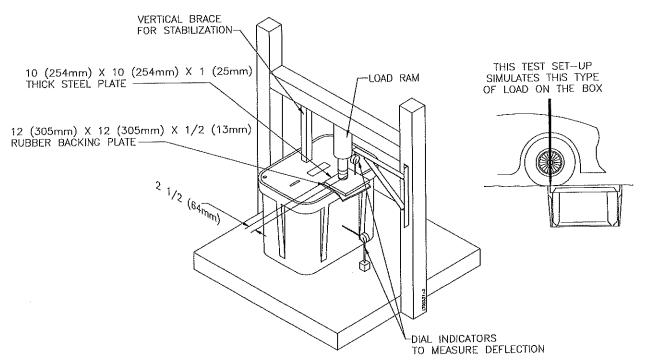


Figure 8 - Box Vertical Sidewall Load Test (Pedestrian, Tiers 5, 8 & 15)

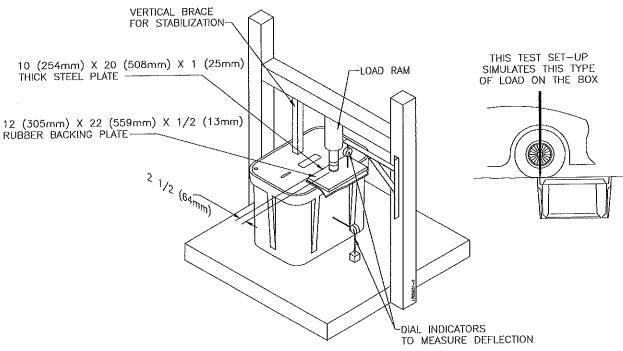


Figure 9 - Box Vertical Sidewall Load Test (Tier 22)

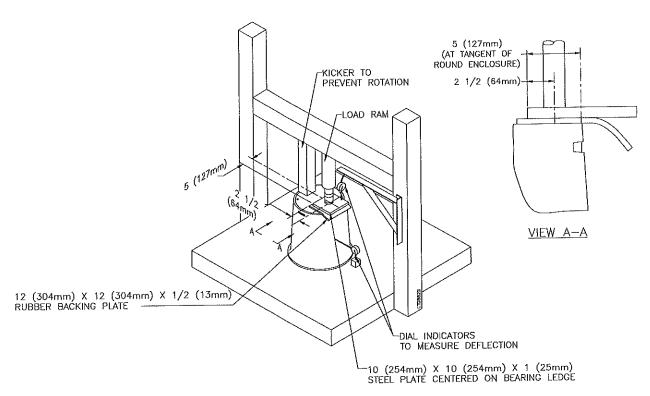


Figure 10 - Vertical Sidewall Load Test for Round Enclosures (Pedestrian, Tiers 5, 8, & 15)

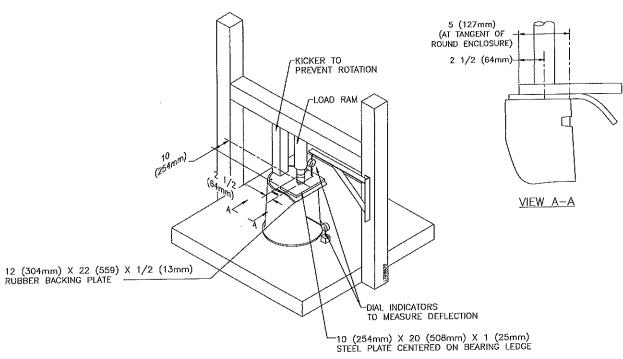


Figure 11 - Vertical Sidewall Load Test for Round Enclosures (Tier 22)

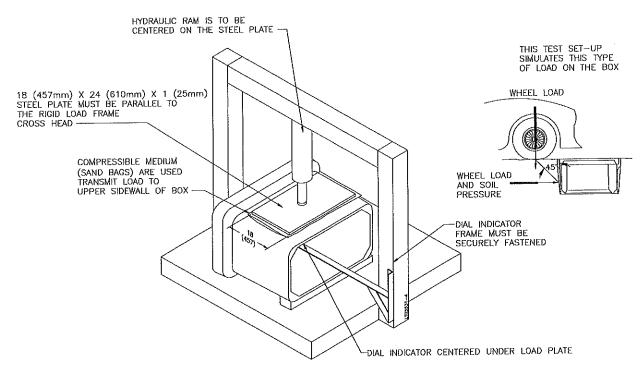


Figure 12 - Box Lateral Sidewall Test for Boxes < 60" Long

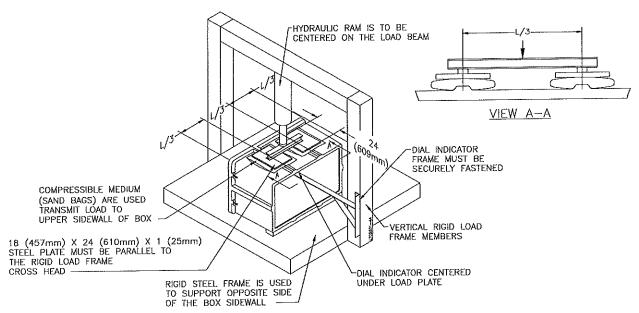


Figure 13 - Box Lateral Sidewall Test for Boxes ≥ 60" long

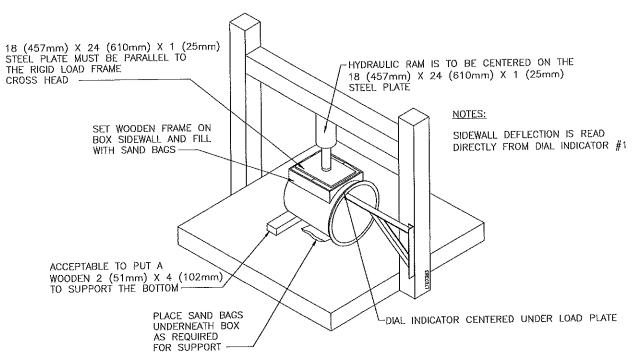


Figure 14 - Lateral Sidewall Test for Round Enclosures ≥ 24" in Depth

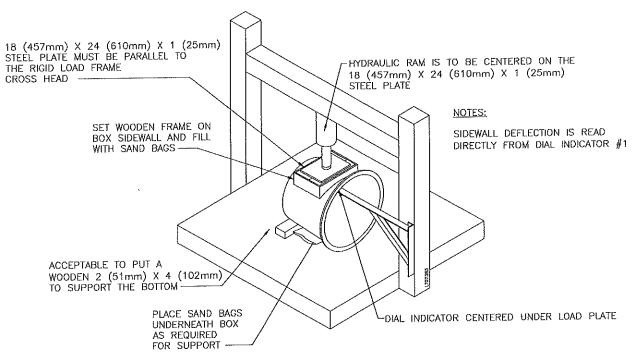


Figure 15 - Lateral Sidewall Test for Round Enclosures < 24" in Depth

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16. Star Sower and Water	Harik Day		(206) 286-7388	DELINESS SCHOOL (REED)	9	2020	Land (IZ.29*Typ=L2with lago B 25"lid with 21" ring with lagy	
7 Nideration, City of	Jim Rangen	Public Works Crew Supervisor	2:3-872-1982	!jgardon@midd:atanally.com	9	2020	550 (812 (11/8) 895 (5427)	
18 Kansas Dry BPU	Run Ray	AMI Project Manager	972-573-9924	CIRCLEDICTOR	2	55 yaara	an, and 7 ciliferent sizes/types	
13 Oluthe	"anya Roberts	Mater Reading Supervisor	913-971-9423	Transfer sign of the second	S	Sydara	35,000   4 different round sizes	
20 Roston, Oly of	Charlie Stachacz, Jr. AMI Consultant	. AM Consultant	352-638-2238	charlogindependentatilityconquitant.con LA	A) nos	2 yağısı	5,010	
27 Lefayatte Utilities System	Catherina Cocer	A THE RESIDENCE AND ASSESSMENT OF THE PROPERTY	357-291-5724	ccolurg/usorg	3	B years	20,000	
22 Softwary	May Oates	Utilisties Superintentons	412-548-3105	SHEET SHOWN THESE	HD	2D years	5,000 12.5 and 21	
23 Norzn East Utility	Ron Carter	Operations Director	(410) 820-1827	Beareredge the same org	모	Zyears	5,000 }	
24 Saaksio Sity Bapartment of Public Works	Mary D. Romano	Director		SULTATION SERVICES SALVES	₹	1,403	7,010	4,250 to continue
25 Las Crucas Utilities	Eli R. Duran	Meter Roading and Building Support Supervisor	E75-636-74-5	otunm@lax-crucos.prg	Σ	\$102	3,000	
26 Jarlaho Water	Peter Logan	Supkrintendent	574-423-42811	plantalutivers in New Sert, And	Ϋ́		0:0,2	Continuing to order up to 18,500
27 Mantgomory County	Liss Krimm	Motar Services	)(837]781-2675	kwanakanakana	늄	7 years	5,000 2 Ford Style Lids	
38 Cottage Grave	Graq Grinwall	Pulvic Works & Utilities Supprivisor	785-819-4827	utlittesg-cottagogrove.org	ő	2010;	4,0ng   812,	
29 Lake Oswego, City of	Joe: Kunnkef	WaterSuperintendent	613-514-5728	Funnka@cl.osweco.or.us	W	20'9	8,000 (89%, 872, 865, 8420, 8430	
30 Manmorth, Dity of	Matt Johnson	Operations Manager	503-420-9437	nighnson-jes-monmouth.or.us	as	2018	250   8420, 8430	
3: Orem	-ylor Peay		801-229-7.42	Naposydenast.	ac	2018	2000 S 25.07 William All Talling Co.	
32 Powderzylle Water District	Gordon Brush	ce and Agministration	G84-494-2194	athers in the post of the state	ŝ	2015 3 years	19.000 3 different remainate shess	
X Laka Werth, City of	Chris Walker	;ds;	561-727-7401	CWarkenth Jake Worth, ang		2 years	2,590	
34 Cedar Park, Chy of	Exic Rousoh (ber	picies	512-401-5570	Edenal Scheberghos apprilente nav		2 years	3,000-5,000	
35 Euless, Oly of	Jaff Penrson	Enginearing	817-505-1580	jpearson@euleastx,gov	¥	2 years	2,500	
35 Reane Rock, City of	Richard Medrano		512-218-564	rnudianos) roundrocktexos, gov	2	2 years	5,006	
37 Sak Lake City Public Utilities	Audree Ketchum	ragies Manager	801-483-6775	audrea. Retchim@siagov.com	'n	2018	80,000 12,2E 0/X, '2,25 Pippy A/X, 13,25, 12,5 C R :3"Ring	
58 Aipine City	Jod Nunleatean	495	B01-473-007B	Magazina garan wa	T)	20:0	3,010   12,75" D.P. with utility loga	
39 Bountlin City Water Department	im Borratt	Maketing Supervisor	601-238-6:30	Sparrettellountillish sper	5	23.3	3,000 K2,25° 9/X with acility togo	
%; WRIETTO	สายเล็บเลยานา เพลาะ	2777177	BD1-571-2232	September 18 Maria 19 September	10	Lanning and the second	ad and boundary at 11 to 12 to	
C. Augusta County Sarvice Authority	Casey McCrankon		540-245-5873	sensonschambenaphanenschap	<b>4</b>	2 years	5,000	Ordering Se, pur over three years
42 Leasharp, Slty of	David Lyne	Director of Water Charations	1571)-40-1487	SECTO-STATE COMPANY	γ.k	12 years	53000	
43 Actorsood Water & Wastewater District	Tom Vara	Fishe Operations Mariage:	425-707-0250	"Vand@enwalcom	Wa	22/9	3,000   865   5x27   with utility loca	Continuing andeolog
LA Birch Bay Water and Sower District	Charlie Hagin	Water Operations Forenign	560-571-7100	-	ıγΑ	2038	6,000   B9X (10X1513 518 F174 ) with units units	
45 Washaugal, City of	Vaught Baber	Weter Utility Leac	350-835-2562 pxt.215	Non-con-sin-series/assissings-series	d/V	20.8	1 C(XX) 1055	
4k Shol-amish PUS)	Dale Anchonbrows	Dale Anchenbronner   Water Craw Coordinater	14251387-2051	daaschenbronnanšisnapud.com	W.A	2019	50tr [872 (1k-1tr) with to 40	Ordoning 20,000 over next byoars
****								
							(1) - 1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1	
					_		44.00 CONTRACTOR OF THE PROPERTY OF THE PROPER	

NATIONAL COUNCIL

JOIN FORCES, SUCCEED TOGETHER.

hereby grants

# Mational Women's Business Enterprise Certification

2

## NICOR INC

This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein. who has successfully met WBENC's standards as a Women's Business Enterprise (WBE)

Certification Granted: May 26, 2021 Expiration Date: May 31, 2022 WBENC National Certification Number: WBE2101242

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Alliance, a WBENC Regional Partner Organization.

Authorized by April Day, President Women's Business Enterprise Alliance

NAICS: 334514, 333249 UNSPSC: 31141901



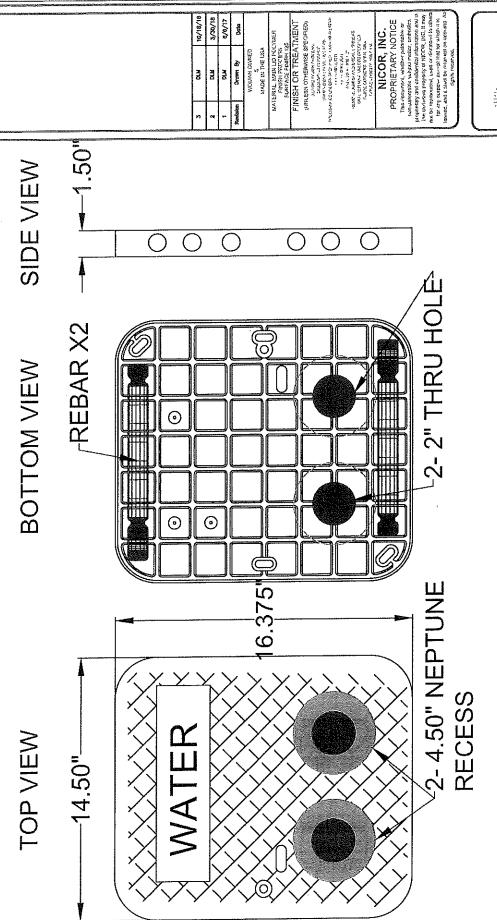








Nicor Part Number	B13NLBLKWATthN92	B13N/B1KWATthN92 B13N/L3VWATthN92 MBDUATthN92	VIEDUALNIELKWATHN92	
Weight	13.25"x19.75"x1.75"	13.25"x19.75"x1.75"	14.5"x16.375"x1.5"	
Dimensions	10.5 lbs.	10.5 lbs.	10.3 lbs.	A CAMPAGNA AND AND AND AND AND AND AND AND AND A
# of lids per pallet	130	130	150	Bulleton of the state of the st
Pallet Weight	1365 lbs.	1365 lbs.	1545 lbs.	
Color	BLACK	LAVENDAR	BLACK	
Material	No Break Polypropylene, Ribbing Reinforcement	No Break Polypropylene, Ribbing Reinforcement	No Break Polypropylene, Ribbing Reinforcement	
Total Control of the		Fornitore	+ vol.	
Recycle Material	10% PP Regrind	10% PP Regrind	10% PP Regrind	THE PROPERTY OF THE PROPERTY O
Recyclable	Yes	Yes	Yes	
Anti-float, ferrous element	Yes, Rebar	Yes, Rebar	ON	
Chemical Resistant	Hieh	High	Hìgh	Whitehomer control district the control of the cont
Climatic Conditions	Maintains physical	Maintains physical properties	Maintains physical	MANAGEMENT TO THE PRINCIPLE OF THE PRINC
Resistance	properties and is resistant to thermal expansion/contraction and deformation in an operating range of -40 to 190 degrees Fahrenheit.	and is resistant to thermal expansion/contraction and deformation in an operating range of 40 to 190 degrees Fahrenheit.	properties and is resistant to thermal expansion/contraction and deformation in an operating range of 40 to 190 degrees Fahrenheit.	
UV Stabilized	Yes	Yes	Yes	The state of the s
Water Absorption	Impervious	Impervious	Impervious	
Non "Flammahla	Polyma	does not	Polymer will hum but does	
Non - Faminaole			rolymer will burn but does not easily ignite. Melting point/range 50 - 170 °C. Autoignition temperature 300 °C.	
ADA Compliant	Yes	Yes	Yes	
Suctem Specific				LALLAND TO THE PARTY OF THE PAR
AMR/AMI recessed Through Hole or Under Lid Mounting Avaliable	RECESS FOR2 NEPTUNE R900 & THRU HOLE	RECESS FOR2 NEPTUNE R900 & THRU HOLE	RECESS FOR2 NEPTUNE R900 & THRU HOLE	
Application	ANSI Tier 15 Driveway, parking lot, and off-roadway	ANSI Tier 15 Driveway, parking lot, and off-roadway	ANSI Tier 15 Driveway, parking lot, and off-	
	applications subject to occasional non-deliberate heavy vehicular traffic	applications subject to occasional non-deliberate heavy vehicular traffic	roadway applications subject to occasional non- deliberate heavy vehicular traffic	
Warranty	y 3 year	3 year	3 year	
				Annual Control of the



# 



MB DUAL with 2 Neptune R900 Recess & Thru Holes with Water Logo





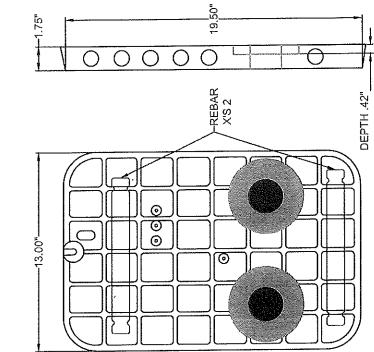
-13.25"-

WATER

## **BOTTOM VIEW**

## SIDE VIEW

Lid Weight: 10.5 lbs



MATERIAL MAIN LID PCCLMEN FRICH PROCESS SUNS ACL FINISH 125 FINISH OR TREATMENT

WOSANI OWNED MADE IN THE USA

Drawn By 3 3 3

CHARGES OTHERWISE SPECIAL

NICOR, INC. PROPRIETARY NOTICE

11/23/20 02/0/6 5/13/20

## NICOR

Lø2.00" THRU HOLE OFFSET 2.96"

-Ø4.50" NEPTUNE-J R900 RECESS

SIDE WIDTH VIEW

0

B13 13.25X19.75 with 2 NeptuneR900 Recess & Thru Hole

CUSTOMER DRAWING 01

13.25×19.75