

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/07/2023

Contract/Lease Control #: C23-3377-WS

Procurement#: ITB WS 49-23

Contract/Lease Type: CONTRACT - AGREEMENT

Award To/Lessee: ALLIED UNIVERSAL CORPORATION

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/05/2023

Expiration Date: 09/04/2026 W/2 1 YR RENEWALS

Description of: LIQUID CHLORINE GAS 1 TON CONTAINERS

& 150 POUNDS CYLINDERS

Department: WS

Department Monitor: WISE

Monitor's Telephone #: 850-651-7172

Monitor's FAX # or E-mail: [mwise@myokaloosa.com](mailto:mwise@myokaloosa.com)

Closed: \_\_\_\_\_

CC: BCC RECORDS



**PROCUREMENT / CONTRACT / LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C23-3377-WS Tracking Number: 4983-23

Procurement/Contractor/Lessee Name: Allied Universal Corporation Grant Funded: YES \_\_\_ NO x

Purpose: Liquid Chlorine Gas 1 Ton Containers and 150 Pounds Cylinder

Date/Term: 3 YR W/ (2) 1 YR Renewal 1.  GREATER THAN \$100,000

Department #: 4101 2.  GREATER THAN \$50,000

Account #: 552612 3.  \$50,000 OR LESS

Amount: \$167,660.00

Department: WS Dept. Monitor Name: Darren Alford Director Mark Wise

**Purchasing Review**

Procurement or Contract/Lease requirements are met:

Amber Hammonds Date: 7/15/2023

Amber Hammonds

**2CFR Compliance Review (if required)**

Approved as written: \_\_\_\_\_ Grant Name: \_\_\_\_\_ N/A

Required: Yes \_\_\_\_\_ No X \_\_\_\_\_

N/A \_\_\_\_\_ Date: \_\_\_\_\_

Grants Coordinator – Suzanne Ulloa

**Risk Management Review**

Approved as written: \_\_\_\_\_

See Attached Email Date: 7/13/2023

Risk Manager or designee – (Circle One: Karen Donaldson / Jacqueline Mtichuk / Odessa Cooper-Pool)

**County Attorney Review**

Approved as written: \_\_\_\_\_

See Attached Email Date: 7/19/2023

County Attorney – (Circle One: Lynn Hoshihara / Kerry Parsons or Designee)

**Department Funding Review**

Approved as written: \_\_\_\_\_

N/A \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_

N/A \_\_\_\_\_ Date: \_\_\_\_\_



## Amber Hammonds

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**From:** Odessa Cooper-Pool  
**Sent:** Thursday, July 13, 2023 8:42 AM  
**To:** Amber Hammonds; Jacqueline Matichuk; Kerry Parsons (KParsons@ngn-tally.com); Lynn Hoshihara  
**Cc:** DeRita Mason  
**Subject:** RE: ITB WS 49-23 - Tablet, Granular & Liquid Chlorine Gas & Sodium Hypochlorite - Allied Universal Corporation  
**Attachments:** ITB\_WS\_49-23-Allied-Universal Corporation.docx; Attachment A - AlliedUniversalCorporation.pdf

Hello Amber,

The attached bid for Allied Universal Corporation has been reviewed and is approved by Risk Management for insurance purposes.

*Thank you,*

*Odessa Cooper-Pool*  
*Public Records & Contracts Specialist*  
Okaloosa County BCC  
302 N. Wilson Street  
Crestview, FL 32536  
Office: 1-850-689-4111



“And, when you want something, all the universe conspires in helping you to achieve it.”— Paulo Coelho, *The Alchemist*

**Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.**

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**From:** Amber Hammonds <ahammonds@myokaloosa.com>  
**Sent:** Wednesday, July 5, 2023 11:24 AM  
**To:** Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Kerry Parsons (KParsons@ngn-tally.com) <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>  
**Subject:** ITB WS 49-23 - Tablet, Granular & Liquid Chlorine Gas & Sodium Hypochlorite - Allied Universal Corporation

Good morning ladies,

Please see the attachment for review and approval in reference to the above mentioned contract.





Thank you,  
Amber Hammonds  
Contracts & Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Phone: (850) 689-5960 **ext. 6962** Fax: (850) 689-5970  
Email: [ahammonds@myokaloosa.com](mailto:ahammonds@myokaloosa.com)

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## Amber Hammonds

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**From:** Lynn Hoshihara  
**Sent:** Wednesday, July 19, 2023 2:16 PM  
**To:** Amber Hammonds; Kerry Parsons (KParsons@ngn-tally.com)  
**Subject:** Re: ITB WS 49-23 - Tablet, Granular & Liquid Chlorine Gas & Sodium Hypochlorite - Allied Universal Corporation

Amber,

Please incorporate the same changes from the Hawkins agreement into this one. Once that is done, this is approved.

Lynn

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

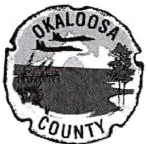
Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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**From:** Amber Hammonds  
**Sent:** Wednesday, July 5, 2023 12:23 PM  
**To:** Jacqueline Matichuk; Kerry Parsons (KParsons@ngn-tally.com); Lynn Hoshihara; Odessa Cooper-Pool  
**Subject:** ITB WS 49-23 - Tablet, Granular & Liquid Chlorine Gas & Sodium Hypochlorite - Allied Universal Corporation

Good morning ladies,

Please see the attachment for review and approval in reference to the above mentioned contract.



Thank you,  
Amber Hammonds  
Contracts & Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Phone: (850) 689-5960 **ext. 6962** Fax: (850) 689-5970  
Email: [ahammonds@myokaloosa.com](mailto:ahammonds@myokaloosa.com)

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**AGREEMENT BETWEEN OKALOOSA COUNTY, FLO  
AND ALLIED UNIVERSAL CORPORATION  
CONTRACT ID C23-3377-WS**

**THIS AGREEMENT** (hereinafter referred to as the “Agreement”) is made this 5<sup>th</sup> day of September, 2023, by and between Okaloosa County, a political subdivision of the State of Florida, (hereinafter referred to as the “County”), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Allied Universal Corporation, a Florida Profit Corporation authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is 59-0776285.

**RECITALS**

**WHEREAS**, the County is in need of a contractor to provide Liquid Chlorine Gas 1 Ton Containers and 150 Pounds Cylinder; and

**WHEREAS**, pursuant to the Okaloosa County Purchasing Manual, the County obtained sealed bids from contractors to perform these Services. A copy of Contractor’s proposal is included as Attachment “A”; and

**WHEREAS**, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

**WHEREAS**, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for the amount listed on Attachment “A” attached hereto and made a part of the agreement.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

**1. Recitals and Attachments.** The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference.

The following documents are attached to this Agreement and are incorporated herein.

- Attachment “A” – ITB WS 49-23 and Contractor’s Bid;
- Attachment “B” – General Services Insurance Requirements;
- Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment “D” – Vendors on Scrutinized List Form.

**2. Services.** Contractor agrees to perform the following services, Liquid Chlorine Gas 1 Ton Containers and 150 Pounds Cylinder. The Services to be provided are further detailed in the Contractor’s proposal attached as Attachment “A” and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County’s needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

**3. Term and Renewal.**

The term of this Agreement shall begin when all parties have signed and shall continue for three (3) years. This Agreement may be renewed for two (2) additional one (1) year periods upon agreement by both parties.



**4. Compensation.** The Contractor agrees to provide the Services to the County, including materials and labor, based on Attachment "A" attached hereto and made a part of the Agreement.

- a. Contractor shall submit an invoice to the County upon monthly or as services are provided. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.
- b. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- c. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**5. Ownership of Documents and Equipment.** All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

**6. Insurance.** Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

**7. Termination and Remedies for Breach.**

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
  - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County

shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.

- ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

**8. Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

**9. Public Records.** Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from



public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

**10. Audit.** The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

**11. Notices.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

|                              |   |   |
|------------------------------|---|---|
| <b>If to the County:</b>     | Mark Wise, Director<br>1804 Lewis Turner Blvd<br>Suite 300<br>Fort Walton Beach, FL 32547<br>850-651-7172<br><a href="mailto:mwise@myokaloosa.com">mwise@myokaloosa.com</a> | <b>With a copy to:</b><br>County Attorney Office<br>1250 N. Eglin Pkwy, Suite 100<br>Shalimar, FL 32579<br>(850) 224-4070 |
| <b>If to the Contractor:</b> | Allied Universal Corporation<br>3901 NW 115 Avenue<br>Miami, FL 33178<br>305-888-2623<br><a href="mailto:sarahm@allieduniversal.com">sarahm@allieduniversal.com</a>         |   |

**12. Assignment.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

**13. Subcontracting.** Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor



is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

**14. Civil Rights.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the formal quote solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**15. Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**16. Compliance with Laws**. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

**17. Conflict of Interest**. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

**18. Independent Contractor**. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

**19. Third Party Beneficiaries**. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**20. Indemnification and Waiver of Liability**. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.



The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

**21. Taxes and Assessments.** Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

**22. Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

**23. Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments "A", "B", "C", and "D".

**24. Severability.** If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

**25. Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.



**26. Representation of Authority to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

**ALLIED UNIVERSAL CORPORATION:**

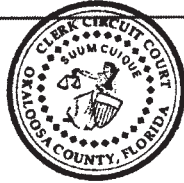
Signature

Printed Name

Title

**OKALOOSA COUNTY, FLORIDA**

For *J.D. Peacock*  
J.D. Peacock, II, Clerk

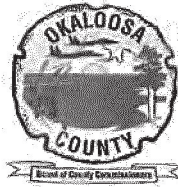


BY: *[Signature]*

ROBERT A "TREY" GOODWIN, III, Chairman



**Attachment "A"**  
**Bid from Vendor**



## INVITATION TO BID (ITB) & RESPONDENT'S ACKNOWLEDGEMENT

**ITB TITLE:**

Tablet, Granular &amp; Liquid Chlorine Gas &amp; Sodium Hypochlorite

**ITB NUMBER:**

ITB WS 49-23

ISSUE DATE:

June 5, 2023

LAST DAY FOR QUESTIONS:

June 19, 2023 @ 3:00 PM

ITB OPENING DATE &amp; TIME:

June 28, 2023 @ 3:00 PM

**NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.**

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this ITB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be submitted electronically by the time and date listed above. Bids may not be withdrawn for a period of ninety (90) days after the bid opening unless otherwise specified.

**RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.**

COMPANY NAME Allied Universal Corporation

MAILING ADDRESS 3901 NW 115 Avenue


CITY, STATE, ZIP Miami, FL 33178

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59-0776285

TELEPHONE NUMBER: 305-888-2623 EXT: 0125 FAX: \_\_\_\_\_

EMAIL: Bids@Allieduniversal.com

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE  TYPED OR PRINTED NAME: Cristhianne Munguia

TITLE: Bid Coordinator DATE: June 20, 2023



**BID REQUIREMENTS**

**ITB WS 49-23**

**Tablet, Granular & Liquid Chlorine Gas & Sodium Hypochlorite**

**SPECIFICATIONS**

**Provide liquid chlorine, granulated chlorine, sodium hypochlorite, and chlorine tablets (delivered)**

**GENERAL**

The intent of this solicitation is to enter into contract with a qualified vendor to provide liquid chlorine and other related products delivered to the Okaloosa County Water & Sewer Department.

The following is an “estimated” annual requirement for product(s) on the contract:

|  |                   |          |
|--|-------------------|----------|
| Liquid Chlorine Gas                    | 1 ton Cylinders   | 16 each  |
| Liquid Chlorine Gas                    | 150 lb. Cylinders | 700 each |
| Sodium Hypochlorite                    | 275 gal. Totes    | 40 each  |
| Calcium Hypochlorite, Granulated (HTH) | 100 lb. Drums     | 30 each  |
| Chlorine Tablets (3")                  | 50 lb. Pail       | 35 each  |

The quantities listed are approximate and represent the estimated requirements for a 12-month period. There is no obligation on the part of the County to purchase any part or all of the quantities listed. The County reserves the right to purchase more than or less than the quantities listed, depending upon actual requirements, during the life of the agreement.

- **Please quote separately other size containers available for the above products.**
- **Okaloosa County reserves the right to add any size containers to the contract.**

**SPECIFICATIONS/SPECIAL CONSIDERATIONS**

1. Chlorine shall be prime commercial liquid chlorine, anhydrous, meeting Federal Spec MIL BB-C-120C, (and subsequent revision) and all state requirements for this quality. Product shall also meet or exceed ANSI/AWWA 9301-99, or subsequent revisions, and have current NSF 60 certifications.
2. All cylinders must be clean, in good safe condition, and valves must be in safe operating condition. Any cylinders found not meeting this requirement will not be accepted. Continued/repeated deliveries not meeting this requirement shall result in cancellation of this contract.
3. **Delivery:** All products will be delivered as follows:
  - a. **Delivery of Sodium Hypochlorite, Chlorine Tablets (3"), & Granulated Calcium Hypochlorite (HTH) products will be delivered to:**

**Okaloosa County Water & Sewer  
Arbennie Pritchett WRF  
250 Roberts Road  
Ft. Walton Beach, FL 32547**

Or

Okaloosa County Water & Sewer  
Jerry D. Mitchem WRF at the Bob Sikes Industrial Park  
5581 Fairchild Road  
Crestview, FL 32539

b. **Delivery of Liquid Chlorine Gas (1 Ton Cylinders) will be delivered to:**

Okaloosa County Water & Sewer  
Russell Stevenson WRF  
3182 Hwy. 98  
Mary Esther, FL 32569

c. **Delivery of Liquid Chlorine Gas (150 lb. Cylinders) will be delivered to:**

Okaloosa County Water & Sewer  
1564 Percy Coleman Road  
Ft. Walton Beach, FL 32547

Deliveries will be accepted Monday – Friday, 7:00 a.m. – 4:00 p.m. All orders must be completely filled and delivered within five (5) working days from date of order.

4. Furnish one (1) copy of a list of emergency or disaster personnel to be contacted in the event of an emergency or any type disaster involving products or equipment sold to or furnished to Okaloosa County. The list of emergency personnel shall include the following:
  - a. Person or persons to be contacted
  - b. Telephone # (primary, alternate)
  - c. Response time to the Ft. Walton Beach, Niceville, & Crestview area from the vendor location.
  - d. Safety and training programs on the product offered by vendor for County employees.
  - e. Any other information that would be pertinent in handling any type of emergency involving bidder's products or equipment.
5. **DEPOSITS OR DEMERGE CHARGES** – The County will not pay any deposit or demerge charges on any cylinders or drums. On each delivery, the truck delivering cylinders or drums will pick up empty cylinders or drums for each one that is being delivered. In no case will the cylinders or drums be picked up on a later date. Within sixty (60) days after the contract period has expired, the vendor will meet with the Water & Sewer Department and review the cylinders and drums that have not been returned.
6. The successful bidder shall be responsible for loading and/or unloading product(s) purchased under this bid. If the County employees and/or equipment assist in loading and/or unloading products, the successful bidder will be responsible for full payment of all actual claims submitted, injuries, damages, and liabilities to person(s) or property occasioned wholly or in part by the acts of omissions of the contract, his agent, officers, or employees.
7. The successful bidder will be responsible for any spills, leaks, or damages caused by bidders, employees, faulty cylinders, valves, etc., and responsible for proper clean up or any spill or leaks. Response time to leak(s), spill(s), shall be within **twelve (12) hours** after notification.

8. **CONTRACT PERIOD** – This contract shall become effective upon signatures by both parties and shall run through September 30, 2026. This contract may be renewed upon agreement by both parties for two (2) additional one-year periods. The current contract expires on September 30, 2023.
9. **PRICE ESCALATION/DE-ESCALATION** – No price adjustments may be made during the first twelve (12) months of this contract. Price increases/decreases will be considered if substantiated by the producer price index. Written notice of a request for price changes and proof to substantiate must be to the Okaloosa County Purchasing Department. **Price firm for first 12 months period.**



**RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all Respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no." If yes, give person(s) name(s) and position(s) with your business.

YES: \_\_\_\_\_

NO:  \_\_\_\_\_

NAME(S)

POTISTION(S)

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FIRM NAME: Allied Universal Corporation

BY (PRINTED): Cristhianne Munguia

BY (SIGNATURE):  \_\_\_\_\_

TITLE: Bid Coordinator

ADDRESS: 3901 NW 115 Avenue

Miami, FL 33178

PHONE NUMBER: 305-888-2623

E-MAIL: Bids@Allieduniversal.com

DATE: June 20, 2023

**RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

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As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: June 20, 2023

SIGNATURE: 

COMPANY: Allied Universal Corporation

NAME: Cristhianne Munguia

ADDRESS: 3901 NW 115 Avenue  
Miami, FL 33178

TITLE: Bid Coordinator

E-MAIL: Bids@Allieduniversal.com

PHONE #: 305-888-2623





**RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS**

CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Allied Universal Corporation

Proposer's Company Name

3901 NW 115 Avenue., Miami, FL 33178

Physical Address

3901 NW 115 Avenue., Miami, FL 33178

Mailing Address


305-888-2623

Phone Number

Cellular Number

June 20, 2023

Date



Authorized Signature – Manual

Cristhianne Munguia

Authorized Signature – Typed

Bid Coordinator

Title

FAX Number

1 (800) 424-9300

After-Hours Number(s)

**RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT**  
**ITB WS 49-23**

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

| ADDENDUM NO. | DATE            |
|--------------|-----------------|
| 1            | June 20th, 2023 |
|              |                 |
|              |                 |
|              |                 |
|              |                 |
|              |                 |
|              |                 |
|              |                 |
|              |                 |
|              |                 |

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

Cristhianne Munguia  
Bid Coordinator





RESPONSE DOCUMENT #7: COMPANY DATA

Respondent's Company Name: Allied Universal Corporation

Physical Address & Phone #: 3901 NW 115 Avenue

Miami, FL 33178

Contact Person (Typed-Printed): Cristhianne Munguia

Phone #: 305-888-2623

Cell #: \_\_\_\_\_

Federal ID or SS #: 59-0776285

DUNNS/SAM #: 004134623

Respondent's License #: Business License No. 4513280

Additional License – Trade and Number \_\_\_\_\_

Fax #: \_\_\_\_\_

Emergency #'s After Hours,  
Weekends & Holidays: 1 (800) 424-9300

DBE/Minority Number: \_\_\_\_\_

**RESPONSE DOCUMENT #8: SYSTEM FOR AWARD MANAGEMENT (OCT 2016)**

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

Offerors SAM information:

Entity Name: Allied Universal Corporation

Entity Address: 3901 NW 115 Avenue., Miami, FL 33178

Sam.gov Unique Entity Identifier: Duns Number 004134623

CAGE Code: \_\_\_\_\_



RESPONSE DOCUMENT #9: LIST OF REFERENCES

1. Owner's Name and Address: Shelby County, Water South Plant Joey Henson  
7935 Highway 61 South  
Wilsonville, AL 35186  
  
Contact Person: Frances Allen Telephone # ((205) ) 670-6540  
  
\*Email: fallen@shelbyal.com
  
2. Owner's Name and Address: Pinellas County  
400 S. Ft. Harrison Ave.  
Clearwater, FL 33756  
  
Contact Person: Gale McComick Telephone # ((727) ) 464-3311  
  
\*Email: Gmccormi@co.pinellas.fl.us
  
3. Owner's Name and Address: Florida Keys Aqueduct (FKAA)  
35400 SW 192 Ave.  
Florida City, FL 33034  
  
Contact Person: Mary Anne Clothier Telephone # ((786) ) 349-6511  
  
\*Email: mclothier@fkaa.com
  
4. Owner's Name and Address: City of Naples  
1400 3rd Ave. N.,  
Naples, FL 34102  
  
Contact Person: Barry J. Stein Telephone # ((239) ) 213-4732  
  
\*Email: bstein@naplesgov.com
  
5. Owner's Name and Address: City of Albany  
2726 Joshua Street  
Albany, GA 31701  
  
Contract Person: Andy Griffis Telephone # ((229) ) 430-5264  
  
\*Email: agriffis@dougherty.ga.us

RESPONSE DOCUMENT #10: LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20


APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.] The Contractor,                     , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

Cristhianne Munguia  
Bid Coordinator Name and Title of Contractor's Authorized Official

June 20, 2023 Date



**RESPONSE DOCUMENT #11: SWORN STATEMENT UNDER  
SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for Allied Universal Corporation
2. This sworn statement is submitted by Allied Universal Corp whose business address is: 3901 NW 115 Ave., Miami FL 33178 and (if applicable) its Federal Employer Identification Number (FEIN) is (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 59-0776285
3. My name is Cristhianne Munguia and my relationship to the entity named above is Bid Coordinator
4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means:
  - (1) A predecessor or successor of a person convicted of a public entity crime; or
  - (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]





remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Cristhianne Munguia, Bid Coorodinator

Printed Name and Title of Authorized Representative



\_\_\_\_\_  
Signature

June 20, 2023

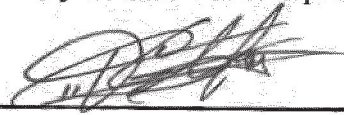
\_\_\_\_\_  
Date



**RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LISTS**

By executing this Certificate Allied Universal Corporation, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: June 20, 2023 SIGNATURE: 

COMPANY: Allied Universal Corporation NAME: Cristhianne Munguia  
(Typed or Printed)

ADDRESS: 3901 NW 115 Avenue TITLE: Bid Coordinator

Miami, FL 33178 E-MAIL: Bids@Allieduniversal.com

PHONE NO.: 305-888-2623



**RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES**

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The Bid Coordinator on behalf of Allied Universal Corporation the *proposer* is authorized to sign below and confirm the *proposer* is fully able to comply with these requirements, federal terms and conditions and has made any inquiries and/or further examination of the law and requirements as is necessary to comply.

DATE: June 20, 2023

COMPANY: Allied Universal Corporation

ADDRESS: 3901 NW 115 Avenue

Miami, FL 33178

E-MAIL: Bids@Allieduniversal.com

PHONE NO.: 305-888-2623

SIGNATURE: 

NAME: Cristhianne Munguia

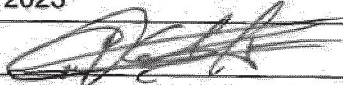
TITLE: Bid Coordinator

**RESPONSE DOCUMENT #15: BUY AMERICA CERTIFICATES**

If steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

**Certificate of Compliance with Buy America Requirements**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

DATE: June 20, 2023  
SIGNATURE:   
COMPANY: Allied Universal Corporation  
NAME: Cristhianne Munguia  
TITLE: Bid Coordinator

**Certificate of Non-Compliance with Buy America Requirements**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

DATE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**RESPONSE DOCUMENT #16: BID RESPONSE SHEET**

**BID #: ITB WS 49-23**

**BID ITEM: Tablet, Granular & Liquid Chlorine Gas & Sodium Hypochlorite**

|  |                   |        |                   |
|--|-------------------|--------|-------------------|
| Liquid Chlorine Gas                    | 1 ton cylinders   | 16 ea  | \$2,385.00/Ton    |
| Liquid Chlorine Gas                    | 150 lb. cylinders | 700 ea | \$185.00/Cylinder |
| Sodium Hypochlorite                    | 275 Gal. totes    | 40 ea  | NO BID            |
| Calcium Hypochlorite, Granulated (HTH) | 100 lb. drums     | 30 ea  | NO BID            |
| Chlorine Tablets (3")                  | 50 LB. Pail       | 35 ea  | NO BID            |

Total Bid Amount: \$167,660.00

Date Submitted: June 20, 2023

Submitted By: Allied Universal Corporation



**RESPONSE DOCUMENT #17: ANTI-COLLUSION STATEMENT**

**ANTI-COLLUSION STATEMENT:** The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to bid whatever.

**Note:** No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Allied Universal Corporation

Bidder's Company Name

3901 NW 115 Avenue

Address

Miami, FL 33178

Address

305-888-2623

Phone #

59-0776285

Federal ID # or SS #

  
\_\_\_\_\_  
Authorized Signature – Manual

Cristhianne Munguia

Authorized Signature – Typed

Bid Coordinator

Title

\_\_\_\_\_  
Fax #

Date Submitted: June 20, 2023

**RESPONSE DOCUMENT #18: DRUG-FREE WORKPLACE CERTIFICATION**

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote 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 quote, 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, Florida Statutes, 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, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE: June 20, 2023

SIGNATURE: 

COMPANY: Allied Universal Corporation

NAME:

Cristhianne Munguia

ADDRESS: 3901 NW 115 Avenue

(TYPED OR PRINTED)

Miami, FL 33178

TITLE:

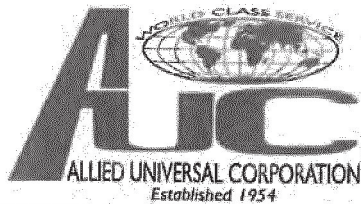
Bid Coordinator

PHONE #: 305-888-2623

E-MAIL:

Bids@Allieduniversal.com





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

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

Supply and Delivery of Chlorine to Okaloosa County.

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

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 13<sup>th</sup> day of December 2022.

(Seal of Corporation)



  
Jim Palmer, President - CEO

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

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

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

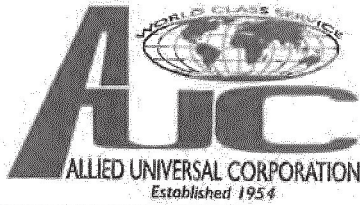
30 Neil Gunn Drive  
Ellisville, MS 39437  
AUC Ellisville - 601-477-2550

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

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

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






Headquarters  
3901 NW 115<sup>th</sup> Avenue  
Miami, Florida 33178  
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**AFFIDAVIT**

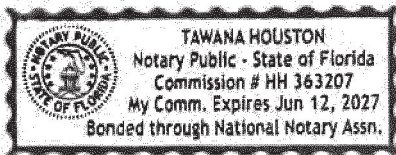
This is to certify that as required, all Chlorine to be furnished to Okaloosa County will comply with applicable ANSI/AWWA Standards 9301-99 and NSF Standard 60 requirements of this Specification or as may be amended.


STATE OF FLORIDA  
COUNTY OF: Miami-Dade

Sworn to (or affirmed) and Subscribed before me.  
By means of  physical presence or  online notarization.  
This 20th day of June, 2023

By:   
Cristhianne Munguia  
Bid Coordinator

(Notary Seal)



  
Signature of Notary Public

Tawana Houston  
Print or Type Name of Notary

Personally Known   
Or Produced Identification

Type of Identification Produced

8350 NW 93 Street  
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9501 Rangeline Road  
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The Public Health and Safety Organization

## NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, June 05, 2023** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

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

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

#### Allied Universal Corporation

3901 Northwest 115th Avenue

Miami, FL 33178

United States

800-981-6700

305-888-2623

Visit this company's website

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

**Facility :** Miami, FL

**Chlorine[CL]**

*Trade Designation*

Chlorine

*Product Function*

Disinfection & Oxidation

*Max Use*

30mg/L

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

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

**Facility : Brunswick, GA**

**Chlorine[CL]**

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

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

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

**Facility : Ellisville, MS**

**Chlorine[CL]**

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

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

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

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Number of matching Manufacturers is 1

Number of matching Products is 3

Processing time was 0 seconds



# SAFETY DATA SHEET

## 1. Identification

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

## 2. Hazard(s) identification

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



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

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

### 3. Composition/information on ingredients

#### Substances

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

### 4. First-aid measures

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



|   |   |
|---|---|
| <b>Most important symptoms/effects, acute and delayed</b>                     | Fatal if inhaled. Immediately dangerous to life or health (IDLH) at 10 ppm. May cause severe irritation to the nose, throat, and respiratory tract. Symptoms may include coughing, choking and wheezing. Could also cause tightness in the chest, a blue discoloration of the skin (cyanosis), severe headache, nausea, vomiting and fainting. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May result in unconsciousness and possibly death. Severe, short-term exposures may cause long-lasting respiratory effects, e.g. Reactive Airways Dysfunction (RADSD), due to the material's severe irritating properties. With this condition, asthma-like symptoms and increased reactivity of the airways is experienced.<br>Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. If product is sprayed directly on skin, symptoms of frostbite may be experienced including numbness, pricking and itching.<br>Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. If product is sprayed directly into the eyes, could cause freezing of the eye. |
| <b>Indication of immediate medical attention and special treatment needed</b> | Immediate medical attention is required. Fatal if inhaled. Causes chemical burns. Symptoms may be delayed. Keep victim under observation. Medical supervision for minimum 48 hours. Provide general supportive measures and treat symptomatically.  |
| <b>General information</b>  | First-aid procedures should be reviewed by appropriate personnel familiar with chlorine and its conditions of use in the workplace.<br>Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance.  |

## 5. Fire-fighting measures

|  |   |
|--|---|
| <b>Suitable extinguishing media</b>                                  | Extinguishing media - small fires: Dry chemicals. Carbon dioxide (CO <sub>2</sub> ).<br>Extinguishing media - large fires: Water Spray or Fog. Foam.  |
| <b>Unsuitable extinguishing media</b>                                | Use water with caution. May react with water. Do not use direct water spray or water jet as an extinguisher, as this will spread the fire.  |
| <b>Specific hazards arising from the chemical</b>                    | Pressurized container may explode when exposed to heat or flame. May react to cause fire and or explosion upon contact with many organic compounds, ammonia, hydrogen and with many metals at elevated temperatures. Chlorine will support the burning of most combustible materials. Combines with water to produce hydrochloric and hypochlorous acid. Liquefied chlorine can accumulate static charge by flow or agitation, since it has a very low electrical conductivity. Chlorine containers or cylinders may vent rapidly or rupture violently, if exposed to fire or excessive heat for a sufficient period of time. Intense local heat (above 200 deg C) on the steel walls of chlorine cylinders can cause an iron/chlorine fire resulting in rupture of the container. Vapors are heavier than air and may spread along floors. Toxic fumes, gases or vapors may evolve on burning. |
| <b>Special protective equipment and precautions for firefighters</b> | Firefighters should wear full protective clothing including self contained breathing apparatus. Firefighters must use standard protective equipment including flame retardant coat, helmet with face shield, gloves, rubber boots, and in enclosed spaces, SCBA. A full-body chemical resistant suit should be worn.  |
| <b>Fire fighting equipment/instructions</b>                          | Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. Move containers from fire area if you can do so without risk. Remove combustible materials. Stop the flow of gas before extinguishing fire, if safe to do so. Use water spray to direct escaping gas away from workers if it is necessary to stop the flow of gas. Cool containers exposed to heat with water spray and remove container, if no risk is involved. Stay away from ends of cylinders and withdraw immediately in case of rising sounds or discoloration of containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.  |
| <b>Specific methods</b>  | Use standard firefighting procedures and consider the hazards of other involved materials.  |
| <b>General fire hazards</b>  | The product itself does not burn. However, material is considered to be an oxidizing gas. Supporter of combustion and can intensify a fire.   |
| <b>Hazardous combustion products</b>                                 | Toxic chemicals are formed when combustible materials burn in chlorine. These may include corrosive hydrogen chloride gas and other chlorine compounds.   |

## 6. Accidental release measures

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



**Methods and materials for containment and cleaning up**

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

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

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

Contact the proper local authorities.

For waste disposal, see section 13 of the SDS.

**Environmental precautions**

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

**7. Handling and storage**

**Precautions for safe handling**

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

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

**Conditions for safe storage, including any incompatibilities**

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

**8. Exposure controls/personal protection**

**Occupational exposure limits**

**US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

| Material                 | Type    | Value                        |
|--------------------------|---------|------------------------------|
| Chlorine (CAS 7782-50-5) | Ceiling | 3 mg/m <sup>3</sup><br>1 ppm |

**US. ACGIH Threshold Limit Values**

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

**US. NIOSH: Pocket Guide to Chemical Hazards**

| Material                 | Type    | Value                             |
|--------------------------|---------|-----------------------------------|
| Chlorine (CAS 7782-50-5) | Ceiling | 1.45 mg/m <sup>3</sup><br>0.5 ppm |

**Biological limit values**

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

**Exposure guidelines**

The NIOSH IDLH concentration for Chlorine is 10 ppm.

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

## 9. Physical and chemical properties

### Appearance

|  |   |
|--|---|
| <b>Physical state</b>                          | Gas (or liquid under pressure).                               |
| <b>Form</b>                                    | Compressed liquefied gas.                                     |
| <b>Color</b>                                   | Amber color; vaporizes to greenish, yellow gas.               |
| <b>Odor</b>                                    | Pungent suffocating odor                                      |
| <b>Odor threshold</b>                          | 0.02 - 3.4 ppm (detection)                                    |
| <b>pH</b>                                      | Not applicable (reacts with water to form an acidic solution) |
| <b>Melting point/freezing point</b>            | -149.8 °F (-101 °C)   |
| <b>Initial boiling point and boiling range</b> | -30.28 °F (-34.6 °C)  |
| <b>Flash point</b>                             | Not Applicable  |
| <b>Evaporation rate</b>                        | Not Applicable. Gas at normal temperatures.                   |
| <b>Flammability (solid, gas)</b>               | The product is not flammable.                                 |

### Upper/lower flammability or explosive limits

|                                       |                |
|---------------------------------------|----------------|
| <b>Flammability limit - lower (%)</b> | Not Applicable |
| <b>Flammability limit - upper (%)</b> | Not Applicable |
| <b>Explosive limit - lower (%)</b>    | Not available. |
| <b>Explosive limit - upper (%)</b>    | Not available. |

|                         |   |
|-------------------------|---|
| <b>Vapor pressure</b>   | 638.4 kPa @ 20°C (68°F)<br>4788 mm Hg @ 20°C (68°F) |
| <b>Vapor density</b>    | 2.49 @ 0°C (32°F) (Air = 1)                         |
| <b>Relative density</b> | 3.21 kg/m <sup>3</sup> @ 0°C (32°F)                 |

Material name: Chlorine

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

SDS US

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

## 10. Stability and reactivity

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

## 11. Toxicological information

### Information on likely routes of exposure

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



**Most important symptoms/effects, acute and delayed**

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

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

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

**Information on toxicological effects**

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

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

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

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

**Respiratory or skin sensitization**

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

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

**Germ cell mutagenicity** Not expected to be mutagenic.

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

**OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)**

Not listed.

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

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

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

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

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

**12. Ecological information**

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

| Product                              | Species   | Test Results  |
|--------------------------------------|---|---|
| Chlorine (CAS 7782-50-5)             |   |   |
| <b>Aquatic</b>                       |   |   |
| <i>Acute</i>                         |   |   |
| Crustacea                            | EC50  | Water flea (Daphnia magna)                          |
|                                      |   | 0.005 mg/l, 48 hours (mg Free Available Chlorine/L) |
| Fish                                 | LC50  | Rainbow trout,donaldson trout (Oncorhynchus mykiss) |
|                                      |   | 0.014 mg/l, 96 hours                                |
| <b>Persistence and degradability</b> | Free chlorine is consumed upon contact with living tissues making measurement of biodegradation impossible and unnecessary.   |   |
| <b>Bioaccumulative potential</b>     | Not expected to be bio accumulative.  |   |
| <b>Mobility in soil</b>              | The product itself has not been tested.   |   |
| <b>Other adverse effects</b>         | No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component. |   |

### 13. Disposal considerations

|  |  |
|--|--|
| <b>Disposal instructions</b>                 | Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.                         |
| <b>Local disposal regulations</b>            | Dispose in accordance with all applicable regulations.   |
| <b>Hazardous waste code</b>                  | The waste code should be assigned in discussion between the user, the producer and the waste disposal company.   |
| <b>Waste from residues / unused products</b> | Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions). |
| <b>Contaminated packaging</b>                | Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.       |

### 14. Transport information

#### DOT

|                                     |   |
|-------------------------------------|---|
| <b>UN number</b>                    | UN1017  |
| <b>UN proper shipping name</b>      | Chlorine (CHLORINE)   |
| <b>Transport hazard class(es)</b>   |   |
| <b>Class</b>                        | 2.3   |
| <b>Subsidiary risk</b>              | 5.1, 8  |
| <b>Label(s)</b>                     | 2.3, 5.1, 8   |
| <b>Packing group</b>                | Not applicable.   |
| <b>Environmental hazards</b>        |   |
| <b>Marine pollutant</b>             | Yes   |
| <b>Special precautions for user</b> | Read safety instructions, SDS and emergency procedures before handling.<br>US CERCLA Reportable Quantity (RQ): 10 lbs / 4.54 kg |
| <b>Special provisions</b>           | 2, B9, B14, N86, T50, TP19  |
| <b>Packaging exceptions</b>         | None  |
| <b>Packaging non bulk</b>           | 304   |
| <b>Packaging bulk</b>               | 314, 315  |

#### IATA

|                                     |  |
|-------------------------------------|--|
| <b>UN number</b>                    | UN1017   |
| <b>UN proper shipping name</b>      | Chlorine   |
| <b>Transport hazard class(es)</b>   |  |
| <b>Class</b>                        | 2.3  |
| <b>Subsidiary risk</b>              | 5.1, 8   |
| <b>Packing group</b>                | Not applicable.  |
| <b>Environmental hazards</b>        | Yes  |
| <b>ERG Code</b>                     | 2CP  |
| <b>Special precautions for user</b> | Read safety instructions, SDS and emergency procedures before handling.<br>Refer to Special Provision A2 for shipping information. |

#### Other information

|                                     |           |
|-------------------------------------|-----------|
| <b>Passenger and cargo aircraft</b> | Forbidden |
|-------------------------------------|-----------|

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

**DOT**



**IATA; IMDG**



**Marine pollutant**



**General information**

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

**15. Regulatory information**

**US federal regulations**

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

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

Not regulated.

**CERCLA Hazardous Substance List (40 CFR 302.4)**

Chlorine (CAS 7782-50-5)

Listed.



**SARA 304 Emergency release notification**

Chlorine (CAS 7782-50-5) 10 LBS

**OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)**

Not listed.

**Superfund Amendments and Reauthorization Act of 1986 (SARA)**

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

**SARA 302 Extremely hazardous substance**

| Chemical name | CAS number | Reportable quantity | Threshold planning quantity | Threshold planning quantity, lower value | Threshold planning quantity, upper value |
|---------------|------------|---------------------|-----------------------------|--|--|
|---------------|------------|---------------------|-----------------------------|--|--|

|          |           |    |         |  |  |
|----------|-----------|----|---------|--|--|
| Chlorine | 7782-50-5 | 10 | 100 lbs |  |  |
|----------|-----------|----|---------|--|--|

**SARA 311/312 Hazardous chemical** Yes

**SARA 313 (TRI reporting)**

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

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

Chlorine (CAS 7782-50-5)

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

Chlorine (CAS 7782-50-5)

**Clean Water Act (CWA)** Hazardous substance**US FIFRA Registered Pesticide** Yes**Safe Drinking Water Act** 4 mg/l**(SDWA)** 4.0 mg/l**US state regulations****US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)**

Not listed.

**US. Massachusetts RTK - Substance List**

Chlorine (CAS 7782-50-5)

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

Chlorine (CAS 7782-50-5)

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

Chlorine (CAS 7782-50-5)

**US. Rhode Island RTK**

Chlorine (CAS 7782-50-5)

**US. California Proposition 65**

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

**International Inventories**

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

Material name: Chlorine

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

SDS US

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

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

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

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



Certified to NSF/ANSI 60

### List of abbreviations

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

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

### Disclaimer

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

#### Disclaimer

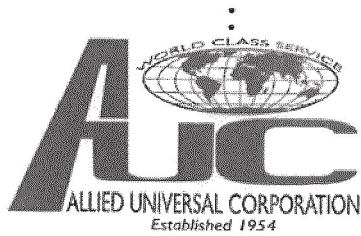
This Safety Data Sheet was prepared by ICC The Compliance Center Inc. using information provided by / obtained from Allied Universal Corporation and CCOHS' Web Information Service. The information in the Safety Data Sheet is offered for your consideration and guidance when exposed to this product. ICC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

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

## Bibliography

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





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305-885-4671 fax

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Company ID Number: 122833

## Information Required for the E-Verify Program

### Information relating to your Company:

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



# EMERGENCY CONTACT NUMBERS

**CORPORATE:**

**WORKING HOURS:**

**(305) 888 – 2623**

**EMERGENCY CONTACTS (OTHER PHONE NUMBERS):**

- |   |  |
|---|--|
| 1. DAN DEBEAU (E FL REGIONAL OPERATIONS MANAGER)            | WORK (772) 242-9727, CELL (309) 213-4936 |
| 2. DON COUCHE (MANATEE & NORTH REGIONAL OPERATIONS MANAGER) | WORK (941) 803-4581, CELL (941) 993-2548 |
| 3. MIKE HARRIS (FLEET MAINTENANCE MANAGER)                  | WORK (912) 267-9590, CELL (912) 571-0704 |
| 4. JAY BRUNELLE (DRIVER SAFETY COMPLIANCE MANAGER - SOUTH)  | CELL (413) 222-5440                      |
| 5. SHANE LYON (DRIVER SAFETY COMPLIANCE MANAGER – NORTH)    | CELL (813) 507-6044                      |
| 6. JOSH WIGGIN (TSUI FLEET OPERATIONS MANAGER)              | WORK (786) 623-6457, CELL (904) 465-2566 |
| 7. FRANCES MENDEZ (ASSISTANT TSUI OPERATIONS MANAGER)       | WORK (786) 646-2840, CELL (386) 334-6992 |
| 8. TODD TUCKER (VICE PRESIDENT OF OPERATIONS - SECURITY)    | WORK (786) 522-0200, CELL (903) 987-3248 |

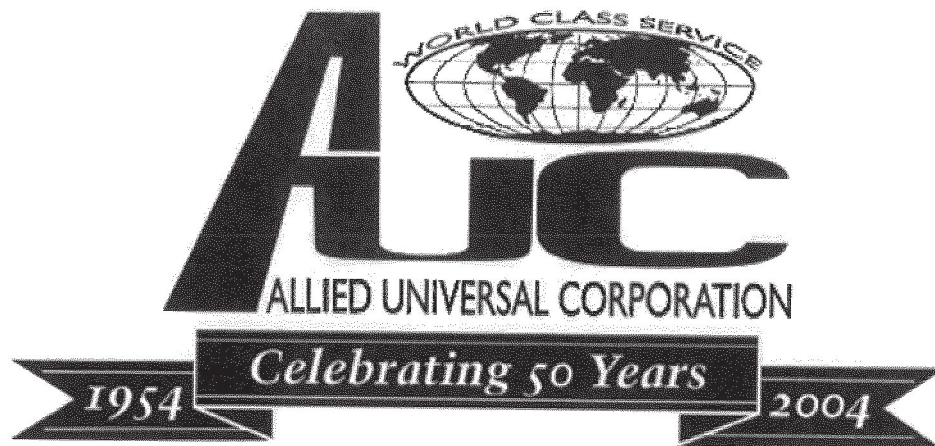
**US TSA'S TRANSPORTATION SECURITY COORDINATION CENTER:**

**(703) 563-3236 OR 3237**

**BRANCHES:**

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|--|-----------------------|
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| <b>FT. PIERCE, FL (772) 464-6195</b>                     |                       |
| DAVID STALLINGS  | CELL # (561) 707-2380 |
| WALTER CIECWIERZ   | CELL # (201) 993-3536 |
| BILL ESTERLINE   | CELL # (772) 469-6735 |
| <b>MANATEE, FL</b>                                       |                       |
| BILLY ROY  | CELL # (813) 405-9086 |
| JESUS RODRIGUEZ MILLAN                                   | CELL # (305) 409-9859 |
| ROY POUND  | CELL # (727) 504-2243 |
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| MUSTAFA HUDSON   | CELL # (912) 230-6003 |
| CHARITY BREWER   | CELL # (912) 230-8680 |
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| <b>ELLISVILLE, MS (AND MOBILE, AL) (601) 477-2550</b>    |                       |
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| TIGRAN ARMSTRONG   | CELL # (601) 554-6582 |
| ERIN JORDAN  | CELL # (601) 319-8754 |





## DRUG FREE WORKPLACE

As a part of our commitment to safeguard the health of our employees, to provide a safe place for the employees to work, and to promote a drug-free community, this Employer has established this policy on the use or abuse of alcohol and drugs by our employees. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity, and a general decline in the quality of products and services provided. We have established this policy to detect and remove abusers of drugs and alcohol. This policy is set up pursuant to the Drug Free Workplace Program under Florida, Georgia, Arkansas, and Mississippi laws. The following State and Administrative Codes will apply:

1. Florida (FL) Florida Statutes, 440.101 and 440.102 Fla.Adm.Code, Chapter 59A-24
2. Georgia (GA) Ga. Code Ann 34-9-410 to 421; GA. Code Ann 33-9-40, . Code Ann 50-24-1 to 50- 24-6, GA. Code Ann 34-9-17, GA. Code Ann 34-8-194
3. Arkansas (AR) Arkansas's Workers' Compensation Rule 36. Code of Arkansas, 11-9-102(5)(B), 1999 Ark. Acts 1552, ARK. Code Ann. 11-10-5149 (b)
4. Mississippi (MS) Drug and Alcohol Testing Statute, Title 71, Chapter 3 & 71-7-1 to 71-7-33. Miss. Code. Ann 71-3-7 Miss Code. Ann 71-3-201 to 71-3-225.

It is also our policy to prevent the use and or presence of these substances in the workplace and to assist employees in overcoming any dependence on drugs and or alcohol in accordance with the following guidelines.

### Scope

All employees are covered by this policy and as a condition of employment, are required to abide by the terms of this policy. Because of state or federal laws and regulations, certain employees may be subject to additional requirements.

## **Drug and Alcohol Use Prohibitions**

1. The use, sale, purchase, possession, manufacture, distribution, or dispensation of illegal drugs or alcohol on this Employer's Property or premises is against Employer policy and is cause for immediate termination of employment.
2. It is also against Employer policy to report to work under the influence of illegal drugs or alcohol. This policy includes legal Prescription drugs, which create an unsafe mental or physical state. Employees who violate this policy are subject to immediate termination.
3. For the purpose of this policy, an employee is presumed to be under the influence of drugs or alcohol if a breath, Urine test, blood test, hair test, or other accepted testing procedure shows a forensically acceptable positive quantity of proof of drug or alcohol usage.
4. Prescription drugs may also affect the safety of the employee or fellow employees or members of the public. Therefore, any employee who is taking a prescription drug, which might impair safety, performance, or any motor functions must advise his supervisor before reporting to work under such medication. A failure to do so may result in disciplinary action. If this employer determines that such use does not pose a safety risk, the employee will be permitted to work.  
If it is determined that prescription drugs impairs the employee's ability to safely or effectively perform his or her job, this Employer may temporarily reassign the employee or grant a leave of absence during the period of treatment. Improper use of "prescription drugs" is prohibited and may result in disciplinary action such as suspension, or termination. Prescription medication must be kept in its original container if such medication is taken during working hours or on Employer property.
5. Refusal to submit to or efforts to tamper with or adulterate a drug or alcohol test will result in termination of employment.
6. This Employer may suspend employees without pay under this policy pending the results of a drug test or investigation.

## **Legal Drug**

Includes prescribed drugs and over-the-counter medications, which have been legally obtained and are being used solely for the purpose of which they were prescribed for that individual.

## **Illegal Drug**

Any drug: (a), which is not legally obtainable; (b), which may be legally obtainable but has not been legally obtained; or (c), which is being used in a manner or for a purpose other than as prescribed.

### **A. TESTING**

#### **Post-Offer Job Applicant Screening**

The Company will conduct post-offer drug tests designed to prevent the hiring of individuals who use illegal drugs or abuse prescription medications. If a job applicant refuses to submit to the required drug test, tampers with or adulterates a drug test specimen or has confirmed positive drug test results; he or she forfeits his or her eligibility for employment and may not reapply for employment for a minimum of 180 days.

### **B. Current Employee Screening**

This company will conduct drug and or alcohol screens, as outlined in this policy, to identify employees who use illegal drugs or abuse alcohol, etc., either on or off the job. It shall be condition of continued employment that all employees submit to a drug and or alcohol screen in accordance with the provisions listed below.

#### **1. Reasonable Suspicion Testing**

“Reasonable suspicion testing” means drug and or alcohol testing based on an employer’s belief that an employee is using or has used drugs in violation of the employer’s policy, drawn from specific visual or verbal facts that would lead a reasonable person, without any medical training but normal life experiences, to conclude the possibility of drug and or alcohol use. Reasonable suspension must be reported to management and human resources to assist in the decision for testing.

Whenever possible, the supervisor who is suspicious of an employee’s behavior should have the suspicious behavior confirmed by another supervisor or manager before requiring the employee to be tested. Employees who refuse to be tested will be terminated.

If there is reasonable suspicion that an employee is under the influence of drugs and or alcohol, the employee will be required to undergo drug and or alcohol testing at a laboratory chosen by the company.

Occurrences that may be indicators of substance abuse and are considered grounds for reasonable suspicion are:



- a. Observable phenomena while at work, such as directed observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- c. Report of drug use, provided by a reliable and credible source for investigative purposes.
- d. Evidence that an individual has tampered with a drug test during his employment with the current employer.
- e. Information that an employee has caused, contributed to or been involved in an accident while at work.
- f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

*Employees of Allied Universal Corporation must use a state drug testing form AKA forensic drug testing form. Forms will be provided at the company location, lab or other testing facility.*

If an employee is arrested for or convicted of a drug-related crime, this company will investigate all of the circumstances, and company officials may utilize the drug-testing procedure if cause is established by the investigation. An arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. As a condition of employment, an employee must notify the company's manager of Human Resources of any criminal drug statute arrest or conviction within five (5) days of such arrest or conviction.

## **2. Accident and Injury Procedures**

Any employee involved in a work-related accident, which requires medical treatment, above and beyond first aid, must first receive treatment at a medical facility authorized by the employer unless an emergency. The employee must then submit to a post-accident drug screen. The employee must report for testing to the designated collection site within 24 hours of the accident. If the drug and or alcohol collection is not performed following treatment; the failure will be considered a refusal to test, resulting in immediate termination. The Manager or Human Resources is responsible to request the drug test, if the employee is incoherent.

*Employees of Allied Universal Corporation use a state drug testing form AKA forensic drug testing form. Workers compensation accidents and incidents require the state drug testing form. Forms will be provided at the location, lab or other testing facility.*

## **3. Routine Fitness-for-duty**

The company will require an employee to submit to a drug test *IF* the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is

part of the company's established policy *OR* that is scheduled routinely for all members of an employment classification or group.

*Employees of Allied Universal Corporation must use a state drug testing form AKA forensic drug testing form. Forms will be provided at the location, lab or other testing facility. (Do not use the federal DOT form)*

#### **4. Return to Work and Follow-up drug testing**

Any employee who enters an employee assistance program for drug-related problems, or an alcohol/drug rehabilitation program, will be required to submit to a return to work drug and / or alcohol test as a follow up to such program. Follow-up testing will be conducted at least once a year for a two (2) year period following the employee's completion of the program. The Company shall not provide the employee with advance notice of the dates of the follow-up testing.

*Employees of Allied Universal Corporation must be tested using the State Drug Custody Form or AKA forensic drug testing custody and control form*

#### **C. Random Testing**

This company may conduct random drug testing, as permitted under State law. A third-party company designated by this company will generate a computerized random list of employees who can be required to submit to a random drug screen. When an employee is chosen for a random drug screen, their name automatically returns to the pool for future random tests. Any manager, who has been informed that an employee under his supervision must submit to a random drug test, must arrange for the employee to submit to such test within twenty-four (24) hours.

An employee, who is notified by his/her manager that he/she has been selected for a random drug test, must report for such test within one (1) hour of such notification. Absent extraordinary unforeseen circumstances, an employee who fails to report for his/her test within the one (1) hour period shall be deemed to have refused to submit to a required drug test.

*Employees that are employed by Allied Universal Corporation must use the state custody testing form AKA forensic testing form. The location, laboratory, or other testing facility will provide forms.*

#### **D. Basis for Discipline or Termination**

##### **1. Illegal Drug Use and Alcohol Abuse**

Any employee who has a confirmed positive drug and or alcohol test, as listed below, will be subject to immediate termination of employment.

**Table of Positive Drug Levels**  
**Drug to Be Tested For:**

|          | Drug               | Initial     | Confirmation | Drug            | Initial    | Confirmation |
|----------|--------------------|-------------|--------------|-----------------|------------|--------------|
| Florida  | Alcohol (blood)    | .04 g/dl    | .04g/dl      | Barbiturates    | 300 ng/ml  | 150 ng/ml    |
| Georgia  | Alcohol            | .08 g/dl    | .08 g/dl     | Benzodiazepines | 300 ng/ml  | 150 ng/ml    |
|          | (blood and breath) | .04 g/Dl    | .04g/dl      | Methaqualone    | 300 ng/ml  | 150 ng/ml    |
| Arkansas | Alcohol            | .04 g/dl    | .04 g/dl     |                 |            |              |
|          | (blood and breath) |             |              |                 |            |              |
| Miss.    | Alcohol            | .04 g/dl    | .04 g/dl     | Methadone       | 300mg/ml   | 150 ng/ml    |
|          | Amphetamines       | 1,000 ng/ml | 500 ng/ml    | Propoxyphene    | 300 ng/ml  | 150 ng/ml    |
|          | Cannabinoids       | 50 bg/ml    | 5 ng/ml      | Phencyclidine   | 25 ng/ml   | 25 ng/ml     |
|          | Cocaine            | 300 ng/ml   | 150 bg/ml    | Opiates         | 2000 ng/ml | 2000 ng/ml   |

Under various circumstances a blood test could be performed; ex; serious accident or death involved.

Any employee who has a confirmed positive drug and or alcohol test may forfeit eligibility for medical and indemnity benefits under this State's Worker's Compensation State Law and may also forfeit unemployment benefits, under State law.

## 2. Refusal to Test

Any employee who refuses to submit to a required drug and or alcohol test will be subject to immediate termination of employment. A tampered with or an adulterated drug and or alcohol specimen, will be considered a refusal to test, resulting in termination of employment. Any employee who refuses to test, tampers with or adulterates a drug and or alcohol specimen, will automatically forfeit eligibility for medical and indemnity benefits, under this States Worker's Compensation Law and will also forfeit unemployment benefits under State Law.

## E. Confidentiality

1. All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the employer through a drug-testing program are confidential communications. Results may not be used or received in evidence, unless obtained in discovery or by subpoena, or disclosed in any public or private proceedings, except in accordance with this Rule. The information and results may be used in determining compensability under State law.



2. Employers, testing laboratories, employee assistance programs, drug and alcohol rehabilitation programs and their agents who receive or have access to information concerning drug test results shall keep all information confidential. Release of such information under any other circumstances shall be solely pursuant to a written confidential. Release of such information under any other circumstances shall be solely pursuant to a written consent form signed voluntarily by the person tested, unless such release is compelled by a hearing officer or a court of competent jurisdiction, in pursuant to an appeal taken under this section, or unless deemed appropriate by a professional licensing board in related disciplinary proceedings.
3. Information on drug test results shall not be released or used in any criminal proceeding against the employee or job applicant. Information released contrary to this section shall be inadmissible as evidence in any such criminal proceeding.
4. Nothing herein shall be construed to prohibit the employer, agent of the employer, or laboratory conducting a drug test from having access to employee drug test information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to the company or its agents defense in a civil or administrative matter.

**F. Prescription and Non-Prescription Medications:**

The company will provide a standard form for the employee to confidentially report the use of prescription or non-prescription medications to the Medical review Officer both prior to and after the drug or alcohol test.

No prescription drug shall be brought upon the premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner so prescribed. Employees must keep all such prescription medicines in the original container, which identifies the date of the prescription and the prescribing physician. Employees should report the use of any prescribed medication to the immediate manager or human resources, which may alter the employee's physical or mental ability, prior to commencing work. This company retains the right to change the employee's job assignment during the term of treatment.

**G. Drugs To Be Tested For: Common and Chemical Name**

Over-the-counter and prescription drugs, which could alter or affect the outcome of a drug test:

**ALCOHOL:** (booze, drink, beer, liquor, wine, moonshine) All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 10% (20 proof) thyl alcohol, Comtrex is 20% (40 proof) and Listerine is 26.9% (54 %) proof.

**AMPHETAMINES:** (bennies, black beauties, crystal, speed, uppers, crank) Obetrol, Biphetamine, Desoxyn, Dexedrine, Direx.

**CANNABINOIDS:** (marijuana, hashish, maryjane, grass, reefer, pot, dope, etc) Marinol (Dronabinol, TEC).

**COCAINE:** (Coke, crack, blow, nose candy, toot, snow) Cocaine HCl topical Solution (Roxanne)

**PHENCYCLIDINE:** (PCP, angel dust) Not legal by prescription.

**METHAQUALONE:** (ludes, qualude, optimil, parest) Not legal by prescription.

**OPIATES:** (heroin, horse, smack, powder) Paregoric, Prepectolin, Donnagel PG, Morphine, Tylenol with Codene, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guituss AC, Novahistine DM, Novahistine, Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine and sulfate), Percodan, Vicodin, etc.

**BARBITURATES:** (barbs, rainbows, downers, golfballs, reds, blues) Penobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.

**BENZODIAZEPHINES:** Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcoin, Paxipam, Restoril, and Centrax.

**METHADONE:** Dolphine, Methadose

**PROPOXYPHENE:** Darvocet, Darvon N, Dolene, etc.

This company must test for the minimum of drugs which is described as a five (5) panel test (amphetamines, opiates, cocaine, pcp, cannabinoids), but is allowed to test up to all 10 drugs and alcohol, as listed above.

#### **H. Challenge to Test Results**

1. A requirement of a drug-free workplace program is that within five <sup>1</sup>working days after receiving notice of positive, confirmed test result, the employee must be allowed to submit information to the Medical Review Officer explaining or contesting the test results.<sup>2</sup> If the employee's explanation or challenge of the positive test result is unsatisfactory to the employer, the employee must be notified within fifteen days <sup>3</sup> that the explanation is unsatisfactory and be given a copy of the positive test results. All documentation shall be kept confidential by the employer and shall be retained by the employer for at least one year.
2. An employee or job applicant may undertake an administrative challenge by filing a claim for benefits with a Judge or Compensation Claims pursuant to State law, or if no workplace injury has occurred, the person must challenge the test result in a court of competent jurisdiction.

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<sup>1</sup> In Mississippi - 10 days

<sup>2</sup> In Arkansas - 10 days

<sup>3</sup> In Mississippi - 10 days



### **I. Employee's Responsibility**

When an employee undertakes a challenge, it shall be the employee's responsibility to notify the medical review Officer and the sample shall be retained by the laboratory until the case is settled.

### **J. Laboratory Assistance**

The Medical Review Officer, designated by this company, shall provide clinical/technical assistance to the employee for the purpose of interpreting positive, confirmed test results, which could have been caused by prescription or non-prescription medication taken, by the employee. Additionally, employees and job applicants have the right to consult the laboratory for technical information regarding prescription or non-prescription medication. **Refer to K**

### **K. Employee Protection**

Upon implementation of a drug-free workplace program, the employer shall detail in writing, within seven (7) days after testing an employee who had exhibited suspicious behavior, the circumstances leading to a determination of reasonable suspicion of drug and or alcohol abuse to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept and retained confidentially by the employer for at least one (1) year.

1. During the 180-day period <sup>4</sup> after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen re-tested at the employee's expense. Such re-testing shall be done at another SAMSHA licensed or NIDA approved laboratory chosen by the employee or job applicant. The second laboratory must test for equal or greater sensitivity for the drug in question. The first laboratory is responsible for the transfer of the portion of the sample to be re-tested, and for the integrity of the chain-of-custody during the transfer.
2. The testing laboratory may not disclose any information concerning the health or mental condition of the tested employee.
3. This company may not request or receive from any testing facility any information concerning the personal health, habits, or condition of the employee or job applicant, including the present or absence of HIV antibodies in that persons body fluids.
4. This company may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test. All

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<sup>4</sup> In Mississippi – 90-day period



initial positive results are automatically subject to a GC/MS confirmation test before any results are reported to the Medical Review Officer.

5. If an employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program, this company will not discharge, discipline, or otherwise discriminate against the employee solely because the employee, while under the employ of the employer, has voluntarily sought treatment for a drug-related problem.

**L. SAMSHA and /or NIDA Certified Testing Laboratories and MRO**

This company uses only SAMSHA certified testing laboratories and AAMROC Certified Medical Review Officers. For information concerning laboratories and medical review officer services, please contact: Total Compliance Network/ South Atlantic Testing Services, 3300 University Drive Suite 903, Coral Springs, Florida 33065. (954) 341-2525.

**M. Drug Referral Services and Support Groups**

1. **Alcohol Hot line: 1-800-ALCOHOL, 24-hour referral line for information on programs designed for alcoholics.**
2. **Cocaine Hot line: 1-800-COCAINE, 24-hour referral line for information on programs designed for cocaine abuse.**
3. **National Drug & Alcohol Treatment and Referral Hot line: 1-800-662-4357, confidential information on treatment, self-help, and support programs for drug users.**

**Florida:**

|  |   |  |  |
|--|---|--|--|
| Transitions Counseling<br>1928 N.E. 154 <sup>th</sup> St.<br>N. Miami Beach, Fl. 33162<br>1-800-626-1980 | Tampa Metro Treatment Center<br>5202 East Busch Blvd.<br>Tampa, Fl. 33617<br>813-980-3260 | Columbia Lawnwood Pavilion<br>1870 North Lawnwood Circle<br>Fort Pierce, Fl. 34950<br>561-466-1500 | Operation Par<br>10901 -C Roosevelt Blvd Suite100<br>St. Petersburg, Fl. 33716<br>813-577-5812 |
|--|---|--|--|

**Arkansas:**

|   |  |   |   |
|---|--|---|---|
| Crittenden County Council<br>500 East Broadway Street<br>West Memphis, AR<br>870-732-4017 | St. Frances Behavioral Outreach<br>703 Calvin Avery Drive<br>West Memphis, AR.<br>870-732-2300 | Sober Living Incorporated<br>145 West Broadway Street<br>Forrest City, AR<br>870-630-2105 | AI-Anon Family Groups<br>1912 South Spring Street<br>Little Rock, AR.<br>501-372-5234 |
|---|--|---|---|

**Mississippi:**

|  |   |   |   |
|--|---|---|---|
| Alcohol & Chemical Dependency<br>1220 Jefferson Street<br>Laurel, MS<br>601-426-4337 | Clearview Recovery Center<br>3 Clearview Circle<br>Moselle, MS.<br>601-544-1499 | Memorial Behavioral Health<br>100 South 20 <sup>th</sup> Avenue<br>Hattiesburg, MS.<br>601-545-9300 | Pine Belt Mental Health Care<br>820 South 28 <sup>th</sup> Avenue<br>Hattiesburg, MS.<br>601-264-2111 |
|--|---|---|---|

**Georgia:**

|   |   |   |  |
|---|---|---|--|
| Coastal Addiction Counseling<br>3216 Shrine Road<br>Brunswick, GA<br>912-262-1498 | Gateway Drug & Alcohol<br>1609 Newcastle Street<br>Brunswick, GA.<br>912-264-7340 | Camp C. Annette Counseling Center<br>1 South Main Street<br>Jasper, GA.<br>706-692-1018 | Counseling Associates of N. GA<br>317 Grassdale Road<br>Cartersville, GA<br>770-386-3777 |
|---|---|---|--|

**N. Training and Educational Requirements**

- 1.** Florida-Educational material on substance Abuse will be provided to all employers. Supervisors of CDL licensed drivers must attend an annual training class on detecting, documenting and handling reasonable suspicion substance and alcohol abuse; 1 hour on substance abuse and 1 hour on alcohol abuse
- 2.** Arkansas, Mississippi – A 1-hour annual educational class on alcohol and substance abuse will be provided to all employees.
- 3.** Georgia – A 1-hour semi-annual educational class on alcohol and substance abuse will be provided to all employees.
- 4.** All Supervisors, including Supervisors of CDL drivers in Arkansas, Georgia and Mississippi must attend an annual training class on detecting, documenting and handling reasonable suspicion substance and alcohol abuse; 1 hour on substance abuse, 1 hour on alcohol abuse.

## EDUCATIONAL MATERIAL ON SUBSTANCE ABUSE

### WHAT IS SUBSTANCE ABUSE?

Substance abuse is the harmful and dangerous use of alcohol and or other drugs. It affects all types of workers; male and female, young and old, production workers, executives, supervisors, clerical workers, and maintenance personnel. Anyone can have a substance abuse problem. It can be prevented or treated by Substance Abuse Personnel. Alcohol and drugs may give the illusion of freeing you from the fears, responsibilities, and petty hassles of everyday life. It can destroy you physically and mentally. Most people abuse drugs and alcohol as an escape from other problems such as family problems, low self-esteem, financial worries and or feelings of inadequency.

Many of us enjoy an occasional social drink or take legal drugs under a doctor's supervision. That is okay as long as we don't overdo it and misuse the substances. Various people handle alcohol in different ways. It isn't necessarily how much you drink, it's what happens when you drink; how it affects your life and those around you. Besides harming your body and mind, most abused drugs are illegal. Buying and using them could result in arrest, fines or even jail! The typical reasons given for taking the express train to Utopia with drugs are it helps me relax, it heightens the senses, it expands the mind and or it makes me feel confident. The truth is, you can achieve these same feelings naturally without destroying your body and life. A "natural high" is legal. Hiding behind drugs or alcohol could lead to the biggest mistake of your life. Everyone pays for substance abuse. Abusers often have legal or health problems, conflicts at home, accidents on and off the job. Substances abuse destroys work performance, resulting in reduced productivity, motivation, quality or work and increased employee theft.

It is never too late or too soon to change a substance abuse problem. If you suspect that you have a problem, don't think that will go away if you ignore it. *It will only get worse.* The first thing you must do is accept the fact that abusing drugs and alcohol is like playing with fire – it can and will destroy the lives of people just like you everyday. Pushing yourself to the limit with drugs and alcohol will only destroy all that you hope to be. Talk to a close friend about your problem, if your friends keep telling you that you have a problem, listen to them and take a good look at yourself. Sometimes it's not easy to see ourselves clearly.

Many companies have employee assistance programs (EAP'S) that refer you to professionals and groups to help you with your problem. They also provided information about insurance coverage for treatment. These programs are **voluntary** and **confidential!** No one can make you go or hold it against you if you do go. Your company realizes that anyone who is willing to seek help deserves the company's support. Another sources for help is your pone book. Look in the yellow pages for Health Organizations, Social Services and Mental Health Organizations. Since substance abuse harms everyone, join with others to oppose it. Encourage those who need help to get it, at work or in the community. One of the most



effective ways to fight substance abuse at work is for employees to unite against it. Make it clear that alcohol or drug use on the job is absolutely unacceptable.

**THE MOST ABUSED SUBSTANCES AND THEIR EFFECTS ARE:**

**ALCOHOL** – Alcohol is legal, socially acceptable and inexpensive substance to use. Because it is accepted part of many occasions, it's hard to recognize when you cross the invisible line from social drinking and abusive drinking.

The following check list may help you determine if you have a drinking problem. **DO YOU:**

- **Lose time from work due to drinking?**
- **Have trouble sleeping?**
- **Feel easily frustrated?**
- **Blame others for your problems?**
- **Let family or job responsibilities slide?**
- **Find you have lost weight?**
- **Have violent mood swings.**
- **Want to drink in the morning?**
- **Drink to feel more confident or outgoing?**
- **Find you are overanxious or oversensitive?**
- **Drink alone?**
- **Forget what happened when you're drinking?**
- **Find your mind is not working quickly.**

**If you drink regularly, answering “yes” to any of these questions could indicate that you have a drinking problem.** *Admitting* that you have a problem is the first step. The best place to start solving it is by contacting Alcoholics Anonymous. An AA Group is as close as your phone book. **Alcohol** is a central nervous system depressant and is the most widely abused drug. About half of all auto accidents fatalities in this country are related to alcohol abuse.

**Fact:** A 12-ounce can of beer, a 5-ounce glass of wine and a 1 ½ ounce shot of hard liquor all contain about the same amount of alcohol. Coffee, cold showers and exercise do not quicken sobriety. Each one-half ounce of alcohol takes the average body about one hour to process. Alcohol first acts on those parts of the brain that affect self-control and other learned behaviors. Low self-control often leads to the aggressive behavior associated with some people who drink. In large doses, alcohol can dull sensation and impair muscular coordination, memory and judgment. Taken in larger quantities over a long period of time alcohol damages the liver and heart and can cause permanent brain damage. On the average heavy drinkers shorten their life span by about ten years. **Other Effects:**

- **Greatly impaired driving ability**
- **Impaired vision and judgment**
- **Lowering inhibitions**
- **Reduced coordination and reflex action**

- **Inability to divide attention**
- **Overindulgence (hangover) can cause** headaches, nausea, dehydration, unclear thinking, unsettled digestion and or aching muscles.

**MARIJUANA** - Marijuana is also known as “grass”, “pot”, “weed,” “Mary Jane”, “herb”, “a joint” and “a roach”, among the other street names.

**FACT:** While alcohol dissipates in a matter of hours, marijuana stays in the body for 28 days. Marijuana alters sense of time and reduces the ability to perform tasks requiring concentration, swift reactions and coordination. The drug has a significant effect on judgment, caution and sensory/motor abilities. **Other Effects:**

- **Increased pulse rate and blood pressure**
- **Altered sense of identity**
- **Dulling of attention**
- **Reduction or temporary loss of fertility**
- **Rapidly changing emotions and erratic behavior**
- **Impaired memory**
- **Hallucinations, fantasies and paranoia**

**COCAINE** - is a stimulant drug, which increases heart rate and blood pressure. As a powder, Cocaine is inhaled (snorted), ingested, or injected. It is known as “coke”, “snow”, “nose candy” and “lady”. Cocaine is also used in a free – base form known as “crack” or “the rock” which is smoked. It acquired its name from the popping sound heard when it is heated.

Fact: Many people think that because crack is smoked, it is “safer” than other forms of cocaine use. **IT IS NOT.** Crack cocaine is one of the most addictive substances known today. The crack “high” is reached in 4-6 seconds and lasts about 15 minutes. The most dangerous effects of crack are that it can cause vomiting, rapid heartbeat, tremors and convulsive movements. All of this muscle activity increases the demand for oxygen, which can result in a cocaine-induced heart attack. Since the heart-regulating center in the brain is also disrupted, dangerously high body temperature can occur. With high doses, brain functioning, breathing and heartbeat are depressed-leading to death.

**Other Effects:**

- **Impaired driving ability**
- **Reduced sense of humor**
- **Mood swings**
- **Heightened, but momentary, feeling of confidence, strength and endurance**
- **Paranoia, which can trigger mental disorders in users prone to mental instability**
- **Repeated sniffing/snorting results in irritation of the nostrils and nasal membrane.**

- **Compulsive behavior such as teeth grinding or repeated hand washing.**

**AMPHETAMINES** - are drugs that stimulate the central nervous system and promote a feeling of alertness and an increase in speech and general activity. Some common street names for amphetamines are “speed”, “uppers”, “black beauties”, “bennies”, “wake ups”, “football” and “dexies”.

**Fact:** People with a history of sustained low-dose use; quite often become dependent and believe they need the drug to get by. These users frequently keep taking amphetamines to avoid the down mood they experience when the high wears off. Even small, infrequent doses can produce toxic effects in some people. Restlessness, anxiety, mood swings, panic, heartbeat disturbances, paranoid thoughts, hallucinations, convulsions and coma have been reported.

**Other Effects.**

- **Loss of appetite**
- **Increased heart rate and blood pressure**
- **Exaggerated reflexes**
- **Perspiration, headaches and dizziness**
- **Irritability, anxiety, apprehension**
- **Difficulty in focusing eyes**
- **Distorted thinking**
- **Short term insomnia**

**OPIATES** - Opiates, including heroin, morphine, and codeine, are narcotics used to relieve pain and induce sleep. Common street names are “horse”, “hard stuff”, “M”, “brown sugar”, “Harry” and “Mr. H”.

**Fact:** Heroin, also called “junk” or “smack”, accounts for 90% of the narcotic abuse in this country. Sometimes narcotics found in medicines are abused. This includes pain relievers containing opium and cough syrups containing codeine. Heroin is illegal, and cannot even be obtained with a physician’s prescription. Most medical problems are caused by the uncertain dosage level, use of unsterile needles, contamination of the drug, or combination of a narcotic with other drugs. These dangers depend on the specific drug, its source and the way it is used.

**Other Effects:**

- **Reduced vision, impaired driving ability**
- **Constipation, decreased physical ability**
- **Change in sleeping habits, drowsiness followed by sleep**
- **Short-lived state of euphoria, possible death**

**PHENCYCLIDINE (PCP)** - also called “angel dust”, “rocket fuel”, “super kools” and “killer weed” was developed as a surgical anesthetic in the late 1950’s. Later due to its unusual side effects in humans, it was restricted to use as a veterinary anesthetic and tranquilizer.



**FACT:** *PCP* is very dangerous drug. It can produce violent and bizarre behavior even in people not otherwise prone to such behavior. More people die from accidents caused by erratic and unpredictable behavior produced by the drug than from the drug's direct effect on the body. *PCP* scrambles the brain's internal stimuli and alters how users see and deal with their environment. Routine activities like driving and walking become very difficult. Low doses of *PCP* produces a rush sometimes associated with a feeling of numbness. Increased doses produce an excited, confused state including any of the following: muscle rigidity, loss of concentration and memory, visual disturbances, delirium, feelings of isolation and convulsions. **Other Effects:**

- **Impaired driving ability**
- **Involuntary eye movement**
- **Drowsiness**
- **Perspiration**
- **Thick, slurred speech**
- **Repetitive speech patterns**
- **Blank stare**
- **Incomplete verbal responses**

**COMBINATIONS OF DRUGS** – The number of drug variations that can be made, mixed and distributed is almost unlimited. Combining drugs makes physical and mental effects unpredictable and often much more severe than if the same drugs were taken separately. Combining alcohol with depressants, cocaine, marijuana, etc. can be especially dangerous.

**As long as there is a demand for drugs and alcohol there will be a supply, in ever-changing variations. The solution is preventing the demand for drugs and alcohol.**

**DISCLAIMER:**

The information provided is for educational purposes only. The employee or applicant has the responsibility to consult with a physician or a trained professional regarding the use of drugs and programs for assistance.



ALLIUNI-01

TGARRIDO

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/18/2022

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

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

|   |   |                                      |
|---|---|--------------------------------------|
| <b>PRODUCER</b><br>Collinsworth, Alter, Fowler & French, LLC<br>15050 NW 79th Court<br>Suite 200<br>Miami Lakes, FL 33016 | <b>CONTACT NAME:</b> Teresa Garrido         |                                      |
|   | <b>PHONE (A/C, No, Ext):</b> (305) 822-7800 | <b>FAX (A/C, No):</b> (305) 362-2443 |
| <b>E-MAIL ADDRESS:</b> tgarrido@caffilc.com   |   |                                      |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |   | <b>NAIC #</b>                        |
| <b>INSURER A:</b> Nautilus Ins Company  |   | <b>17370</b>                         |
| <b>INSURER B:</b> Great Divide Insurance Co   |   | <b>25224</b>                         |
| <b>INSURER C:</b>   |   |                                      |
| <b>INSURER D:</b>   |   |                                      |
| <b>INSURER E:</b>   |   |                                      |
| <b>INSURER F:</b>   |   |                                      |


**INSURED**  
Allied Universal Corp  
3901 NW 115 Ave.  
Miami, FL 33178

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

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  | X         | X        | GLP202370315  | 8/31/2022               | 8/31/2023               | EACH OCCURRENCE \$ 1,000,000   |
|          | <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000               |
|          | <input checked="" type="checkbox"/> Retro Date 1/12/1988  |           |          |               |                         |                         | MED EXP (Any one person) \$ 25,000                                   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           |          |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                                   |
|          |   |           |          |               |                         |                         | GENERAL AGGREGATE \$ 3,000,000                                       |
|          |   |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 3,000,000                                  |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  | X         | X        | BAP202370415  | 8/31/2022               | 8/31/2023               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                     |
|          | <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS  |           |          |               |                         |                         | BODILY INJURY (Per person) \$  |
|          | <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          |               |                         |                         | BODILY INJURY (Per accident) \$                                      |
|          |   |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                    |
|          |   |           |          |               |                         |                         | \$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR   | X         | X        | FFX202370615  | 8/31/2022               | 8/31/2023               | EACH OCCURRENCE \$ 6,000,000   |
|          | <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  |           |          |               |                         |                         | AGGREGATE \$ 6,000,000   |
|          | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  |           |          |               |                         |                         | \$   |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |           |          |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-FR <input type="checkbox"/> |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N  |           | N/A      |               |                         |                         | E.L. EACH ACCIDENT \$  |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$  |
| A        | Poll Liab Claim MAde  |           |          | SSP202370515  | 8/31/2022               | 8/31/2023               | E.L. DISEASE - POLICY LIMIT \$                                       |
| A        | Poll Retro 8/21/95  |           |          | SSP202370515  | 8/31/2022               | 8/31/2023               | Ech Poll Condition** 1,000,000                                       |
|          |   |           |          |               |                         |                         | Total Aggregate 3,000,000  |

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

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br>Okaloosa County<br>5479A Old Bethel Road<br>Crestview, FL 32536 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|---|





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/7/2023

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

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

|  |   |                                    |
|--|---|------------------------------------|
| <b>PRODUCER</b><br>Arthur J. Gallagher Risk Management Services, LLC<br>9155 S Dadeland Blvd<br>Suite 1112<br>Miami FL 33156 | <b>CONTACT NAME:</b> Lillie Alvarez       |                                    |
|  | <b>PHONE (A/C, No, Ext):</b> 305-639-3143 | <b>FAX (A/C, No):</b> 305-592-4049 |
| <b>E-MAIL ADDRESS:</b> Lillie_Alvarez@ajg.com  |   |                                    |
| <b>INSURER(S) AFFORDING COVERAGE</b>   |   | <b>NAIC #</b>                      |
| <b>INSURER A :</b> National Union Fire Insurance Company of Pittsburg  |   | 19445                              |
| <b>INSURER B :</b>   |   |                                    |
| <b>INSURER C :</b>   |   |                                    |
| <b>INSURER D :</b>   |   |                                    |
| <b>INSURER E :</b>   |   |                                    |
| <b>INSURER F :</b>   |   |                                    |

**INSURED** Allied Universal Corporation ALLIUNI-03  
3901 NW 115th Ave  
Miami, FL 33178

### COVERAGES

**CERTIFICATE NUMBER:** 1912608472

**REVISION NUMBER:**

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Waiver of Subrogation applies in favor of the Okaloosa County and its consultants and other indemnities of the Contractor per form number WC 00 03 13 (Ed. 04/84).

### CERTIFICATE HOLDER

### CANCELLATION

Okaloosa County  
5479A Old Bethel Road  
Crestview FL 32536

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

AUTHORIZED REPRESENTATIVE



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 6/30/2022 forms a part of Policy No. WC 039326857

Issued to ALLIED UNIVERSAL HOLDING CORPORATION

By GRANITE STATE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME  
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY  
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT  
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13  
(Ed. 04/84)

Countersigned by \_\_\_\_\_



Authorized Representative

*Archive Copy*



Department of State / Division of Corporations / Search Records / Search by FEI/EIN Number /

## Detail by FEI/EIN Number

Florida Profit Corporation  
ALLIED UNIVERSAL CORP.

### Filing Information

|                             |                       |
|-----------------------------|-----------------------|
| <b>Document Number</b>      | 183054                |
| <b>FEI/EIN Number</b>       | 59-0776285            |
| <b>Date Filed</b>           | 01/31/1955            |
| <b>State</b>                | FL                    |
| <b>Status</b>               | ACTIVE                |
| <b>Last Event</b>           | NAME CHANGE AMENDMENT |
| <b>Event Date Filed</b>     | 06/28/1977            |
| <b>Event Effective Date</b> | NONE                  |

### Principal Address

3901 NW 115 AVENUE  
MIAMI, FL 33178

Changed: 04/27/2001

### Mailing Address

3901 NW 115 AVENUE  
MIAMI, FL 33178

Changed: 04/27/2001

### Registered Agent Name & Address

NAMOFF, ROBERT  
3901 NW 115 AVENUE  
MIAMI, FL 33178

Name Changed: 04/27/2001

Address Changed: 04/27/2001

### Officer/Director Detail

#### **Name & Address**

Title CD

NAMOFF, ROBERT  
3901 NW 115 AVENUE  
MIAMI, FL 33178

Title PD

PALMER, JAMES  
3901 NW 115 AVE.  
MIAMI, FL 33178

Title T

KOVEN, MICHAEL  
3901 NW 115 AVE.  
MIAMI, FL 33178

Title VPD

RUBIN, RONALD  
3901 NW 115 AVENUE  
MIAMI, FL 33178

Title Director, VP

Namoff, Gregory  
3901 NW 115 AVENUE  
MIAMI, FL 33178

#### Annual Reports

| <b>Report Year</b> | <b>Filed Date</b> |
|--------------------|-------------------|
| 2020               | 05/29/2020        |
| 2021               | 04/11/2021        |
| 2022               | 03/18/2022        |

#### Document Images

|   |  |
|---|--|
| <a href="#">03/18/2022 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">04/11/2021 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">05/29/2020 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">04/09/2019 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">04/10/2018 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">03/31/2017 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">03/14/2016 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">04/01/2015 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">04/07/2014 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">04/04/2013 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">04/02/2012 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">04/22/2011 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">04/08/2010 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">03/10/2009 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |



|   |  |
|---|--|
| <a href="#">02/08/2008 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">05/11/2007 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">04/26/2006 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">05/31/2005 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">04/12/2004 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">05/05/2003 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">04/29/2002 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">04/27/2001 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">04/18/2000 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">04/22/1999 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">01/21/1998 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">02/18/1997 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">03/18/1996 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">03/03/1995 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |



# ALLIED UNIVERSAL CORP.

|  |  |  |
|--|--|--|
| Unique Entity ID<br><b>K57YYKE5LEL5</b>  | CAGE / NCAGE<br><b>8E385</b>   | Purpose of Registration<br><b>All Awards</b> |
| Registration Status<br><b>Inactive Registration</b>  | Expiration Date<br><b>Jun 11, 2019</b>   |  |
| Physical Address<br><b>3901 NW 115TH AVE<br/>Miami, Florida 33178-1859<br/>United States</b> | Mailing Address<br><b>3901 NW 115 Avenue<br/>Miami, Florida 33178-1859<br/>United States</b> |  |

## Business Information

|   |  |                                   |
|---|--|-----------------------------------|
| Doing Business as<br><b>(blank)</b>         | Division Name<br><b>(blank)</b>                                    | Division Number<br><b>(blank)</b> |
| Congressional District<br><b>Florida 25</b> | State / Country of Incorporation<br><b>Florida / United States</b> | URL<br><b>(blank)</b>             |

## Registration Dates

|  |  |  |
|--|--|--|
| Activation Date<br><b>Jul 11, 2018</b> | Submission Date<br><b>Jun 11, 2018</b> | Initial Registration Date<br><b>May 31, 2001</b> |
|--|--|--|

## Entity Dates

|   |   |
|---|---|
| Entity Start Date<br><b>Jan 1, 1954</b> | Fiscal Year End Close Date<br><b>Dec 31</b> |
|---|---|

## Immediate Owner

|                        |                                       |
|------------------------|---------------------------------------|
| CAGE<br><b>(blank)</b> | Legal Business Name<br><b>(blank)</b> |
|------------------------|---------------------------------------|

## Highest Level Owner

|                        |                                       |
|------------------------|---------------------------------------|
| CAGE<br><b>(blank)</b> | Legal Business Name<br><b>(blank)</b> |
|------------------------|---------------------------------------|

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

No

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

## Entity Types

### Business Types

|  |  |   |
|--|--|---|
| Entity Structure<br><b>Other</b>                   | Entity Type<br><b>Business or Organization</b> | Organization Factors<br><b>Subchapter S Corporation</b> |
| Profit Structure<br><b>For Profit Organization</b> |  |   |

**Socio-Economic Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

|   |                                     |
|---|-------------------------------------|
| Accepts Credit Card Payments<br><b>No</b> | Debt Subject To Offset<br><b>No</b> |
| EFT Indicator<br><b>0000</b>              | CAGE Code<br><b>8E385</b>           |

**Points of Contact****Electronic Business**

|                          |  |
|--------------------------|--|
| 🔍<br><b>Andrea Smith</b> | <b>3901 NW 115 Avenue<br/>Miami, Florida 33178<br/>United States</b> |
| ANDREA SMITH             | 3901 NW 115 Avenue<br>Miami, Florida 33178<br>United States          |

**Government Business**

|                        |  |
|------------------------|--|
| 🔍<br><b>Aty Piedra</b> | <b>3901 NW 115 Avenue<br/>Miami, Florida 33178<br/>United States</b> |
| CATHIE GUILLARMOD      | 3901 NW 115 Avenue<br>Miami, Florida 33178<br>United States          |

**Service Classifications****NAICS Codes**

| Primary    | NAICS Codes   | NAICS Title  |
|------------|---------------|--|
| <b>Yes</b> | <b>424690</b> | <b>Other Chemical And Allied Products Merchant Wholesalers</b> |

**Disaster Response**

This entity does not appear in the disaster response registry.



**Attachment "B"**  
**GENERAL SERVICES INSURANCE REQUIREMENTS**

**CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

**WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

**BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

**COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

**INSURANCE LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

|    |                                 | <u><b>LIMIT</b></u>  |
|----|---------------------------------|--|
| 1. | Workers' Compensation           |  |
|    | 1.) State                       | Statutory  |
|    | 2.) Employer's Liability        | \$500,000 each accident  |
| 2. | Business Automobile             | \$1M each<br>(A combined single limit)   |
| 3. | Commercial General Liability    | \$1M each occurrence for Bodily<br>Injury & Property Damage<br>\$1M each occurrence Products and<br>completed operations |
| 4. | Personal and Advertising Injury | \$1M each occurrence   |

## **NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## **INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

## **CERTIFICATE OF INSURANCE**

1. Certificates of Insurance indicating the project name, number, and evidencing all required coverage and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County BCC at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.



## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

## **EXCESS/UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

## Attachment “C”

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

**Attachment "D"**

**Vendors on Scrutinized List Form**

By executing this Certificate Allied Universal Corporation, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: July 25, 2023

SIGNATURE:  \_\_\_\_\_

COMPANY: Allied Universal Corporation

NAME: Cristhianne Munguia  
(Typed or Print)

ADDRESS: 3901 NW 115 Avenue

TITLE: Bid Coordinator

Miami, FL 33178

E-MAIL: Bids@allieduniversal.com

PHONE NO.: 305-888-2623