

## INVITATION TO BID

**THE CITY OF DAYTONA BEACH, FLORIDA** will receive bids for **WATER AND WASTEWATER CHEMICALS, ITB No. 0115-1900**, at the City of Daytona Beach Purchasing Division, City Hall Room 146, 301 S. Ridgewood Ave., Daytona Beach, Florida 32114, until **2:00 p.m., on JULY 9, 2015**, at which time bids will be opened publicly and read aloud. Bids received after said time will be returned unopened.

**SEALED BIDS** must be addressed to:

Joanne Flick, Purchasing Agent  
The City of Daytona Beach Purchasing Division  
301 S. Ridgewood Ave., Room 146  
Daytona Beach, Fl., 32114

with "Sealed Bid for WATER AND WASTEWATER CHEMICALS, **"0115-1900"** plainly written on the outside of the envelope.

**SCOPE OF WORK** involves:

The City of Daytona is seeking lot-by-lot bids for six different Water and Wastewater Chemicals: Aqua Ammonia, Liquid Carbon Dioxide, Sodium Silicoflouride, Liquid Sodium Hypochlorite, High Calcium Bulk Quicklime, and Solar Salt. Award will be made to the lowest responsive and responsible bidder for each lot.

**AWARD OF CONTRACT** is subject to Chapter 30, Code of the City of Daytona Beach

**BID DOCUMENTS** may be viewed or downloaded as pdf files on-line at <http://.purchasing.codb.us> at no charge. Contract Documents, including Drawings and Technical Specifications are on file at the Daytona Beach Purchasing Division. All inquiries pertaining to this project should be emailed to [purchasing@codb.us](mailto:purchasing@codb.us) or mailed to Purchasing Agent, Post Office Box 2451, Daytona Beach, Florida 32115-2451.

**THE CITY RESERVES THE RIGHT** to accept or reject any or all bids or parts thereof, or to accept the Bid(s) or parts thereof, or to waive any informalities when considered to be in the best interest of the City.

**BIDS MAY BE HELD** by the City of Daytona Beach for a period not to exceed sixty (60) days from the date of opening of bids for the purpose of reviewing the Bid and investigating the qualifications of Bidders prior to awarding the contract. Bidders submitting bids to the City must comply with Chapter 30, Purchasing Code, "Minority and Women Owned Business Enterprises.

THE CITY OF DAYTONA BEACH  
VOLUSIA COUNTY, FLORIDA

By: Kirk Zimmerman, CPPB ~ Buyer  
WATER AND WASTEWATER CHEMICALS  
Issue Date: JUNE 18, 2015

## INSTRUCTIONS TO BIDDERS

**THESE INSTRUCTIONS ARE STANDARD FOR ALL COMMODITY BID SOLICITATIONS ISSUED BY THE CITY OF DAYTONA BEACH. THE CITY MAY DELETE, SUPERSEDE, OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR SOLICITATION BY USE OF SPECIAL INSTRUCTION SHEETS.**

**1. BID DOCUMENTS.** The Bid Documents consist of the Invitation to Bid; these Instructions; Special Instructions, if any; the Standard Terms and Conditions; Supplemental Terms and Conditions, if any; the Bid Proposal Form to be completed, signed, and submitted by the Bidder; and all additional information and forms provided by the City as part of this solicitation that are required to be completed and submitted by the Bidder as part of the Bid, regardless of whether these forms are described herein as exhibits or attachments to the Bid Proposal Form. Together, the Bid Proposal Form and the additional forms required to be submitted by the Bidder as part of the Bid, constitute the "Bid Package."

In making copies of Bid Documents available, the City does so only for the purpose of obtaining Bids and does not confer a license or grant to use the Bid Documents for any other purpose.

**2. COMPLETING THE BID.** In submitting the Bid, the Bidder must complete and include all Bid Package documents. In order for the Bid to be considered complete:

A. The Bidder must submit the information required, only on the forms provided by the City as part of the Bid Package, except where the Bid Documents specifically permit or require otherwise.

B. The City requests that the Bidder submit only the Bid Package. If the Bidder submits a Bid that includes any documents other than the Bid Package, except where the Bid Documents specifically permit or require otherwise, these extraneous documents will be discarded.

C. The Bid Proposal Form and the other documents included in the Bid Package all contain blank spaces that the Bidder must complete. The Bidder must fill in these blank spaces in ink or by typewriter, and must initial with ink, all corrections and erasures to the information provided by the Bidder in these blank spaces.

D. Unless this solicitation contains Special Instructions allowing for partial or lot-by-lot bids, the Bidder must quote all unit prices and extended unit prices (if any) set forth in the Bid Package. If this solicitation allows for partial or lot-by-lot bids, the Bidder must comply with the Special Instructions in completing filling out the unit prices and extended unit prices set forth in the Bid Package.

E. The Bid Price (including unit prices and extended prices if applicable), must be stated in numerals.

F. If this solicitation requires unit prices and there is a conflict between the unit prices and the extended totals, the unit price will take precedence. Likewise, discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

G. The Bidder must not submit alternative bids unless this solicitation specifically authorizes alternate bids. If this solicitation specifically allows the submission of alternate bids, the Bidder must submit the Base Bid and any/all Bid Alternate(s) in order to be considered responsive.

H. The Bid may not contain qualifications or exceptions of any kinds.

I. All other submittal requirements stated herein must be met.

**3. SIGNING THE BID.** The Bid Proposal Form, and all other Bid Package documents requiring the Bidder's signature, must contain an original signature of an individual who is authorized to bind the Bidder. The signature must be located in the space(s) marked for the Bidder's signature. Electronic signatures will not be accepted. In addition:

A. If the Bidder is a general partnership, its name and address must be stated, as well as the name and address of each member of the firm or partnership.

B. If the Bidder is a joint venture, the Bidder must provide on separate signed sheet(s) of paper along with the Bid Proposal documents provided by the City, the full legal names of all persons/firms comprising the joint venture.

C. The person signing the Bid Proposal Form on behalf of the Bidder must be the same person who signs all of the other Bid Package documents.

**4. INVESTIGATIONS AND REQUESTS FOR INTERPRETATIONS.** Before submitting a Bid, each Bidder will make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the Bidder will rely. If the Bidder receives an award as a result of its Bid submission, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligation to comply in every detail with all provisions and requirements of the Bid Documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Bidder for additional compensation.

If the Bidder is in doubt as to the meaning of any of the Bid Documents or any other Contract Documents included in this solicitation, the Bidder may submit a written request to the City for an interpretation, in care of the Purchasing Agent at the address set forth in the Invitation for delivery of the Bid. Such requests must be received prior to Bid Opening in order to be considered. The City is not obligated to respond to such requests. Any clarification or interpretation of the Bid Documents issued by the City in the form of a written addendum will be deemed to be a part of the Bid Documents.

No oral clarification or interpretation will be binding.

**5. ADDENDA TO BID DOCUMENTS.** Prior to Bid Opening, the City may, on the City's own initiative or in response to a request for clarification, furnish addenda for additions or alterations to these Instructions, the Bid Documents, and to any or all Drawings, Specifications, or other Contract Documents previously supplied by the City. In addition, the City may by addendum extend the date scheduled for Bid Opening.



THE CITY OF DAYTONA BEACH  
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451  
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080  
Fax (386) 671-8085

**ADDENDUM NO. 1**

DATE: June 24, 2015  
PROJECT: ITB 0115-1900  
WATER AND WASTE WATER CHEMICALS

OPENING DATE: July 9, 2015 – 2pm

This addendum is hereby incorporated into the Bid Documents for the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining, deletions are indicated by ~~striketrough~~.

1. The following statement is posted at the beginning of each chemical specification.  
"Bid price will be firm for one year with options to renew based on STC 6, page 47  
16."
2. Answers to Bidders' written questions:  
  
Q1: Who is your current liquid carbon dioxide supplier?  
A1: **Airgas Carbonic, Inc**  
  
Q2: What is your current pricing for liquid carbon dioxide?  
A2: **\$163.25 per Ton**  
  
Q3: If we take exceptions to items contained in your bid and offer up alternative language, will we be considered non-responsive?  
A3: **Any exceptions to the bid would render the bid non-responsive and ineligible from consideration.**
3. All other terms and conditions remain the same.

The Bidder shall acknowledge receipt of this addendum in Section 7 of the Bid Proposal Form.

The City of Daytona Beach

Kirk Zimmerman, CPPB  
Buyer



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OFFICE OF THE PURCHASING AGENT

Post Office Box 2451  
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080  
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**ADDENDUM NO. 2**

DATE: June 24, 2015  
PROJECT: ITB 0115-1900  
WATER AND WASTE WATER CHEMICALS

OPENING DATE: July 9, 2015 – 2pm

This addendum is hereby incorporated into the Bid Documents for the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining, deletions are indicated by ~~strikethrough~~.

1. Answers to Bidders' written questions:

Q1: Can we get the prior bid tabs for the liquid sodium hypochlorite solution?

A1: **See bid tab attached**

Q2: Can we find out who your current supplier is and what they are charging you?

A2: **Odyssey Manufacturing. Our current price is \$.69 per gallon.**

Q3: Are there any insurance requirement with this bid?

A3: Yes, ...

**Indemnification.** The Contractor hereby indemnifies and holds harmless the City from and against, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, arising out of or resulting from the Work provided that the liabilities, damages, losses, and costs are caused in whole or in part by any negligence, recklessness, or intentional wrongful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

This is different than what is on page 10 of the main bid documents. Prefer the other one since this one requires us to indemnify even when the City does something wrong.

Insurance. Contractor will provide and maintain at Contractor's sole expense, insurance of the kinds of coverage and in the amounts set forth in this Article, primary and non-contributory with the City's own insurance, in form and from companies satisfactory to the City.

(a) Coverage and Amounts. Subject to paragraph (b), below, required coverages and amounts are as follows:

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440 (and any other applicable federal laws), for all employees of Contractor, employed at the site of the service or in any way connected with the services being provided under this Contract. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability insurance with limits of not less than \$500,000 per occurrence, project specific. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) Commercial General Liability insurance, including coverage for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring the Contractor and any other interests, including but not limited to any associated or subsidiary companies involved in the services being provided under this Contract.

(3) Automobile liability insurance which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the CONTRACTOR at the site of the project or in any way connected with the services being provided under this Contract.

The limit of liability under the Commercial general liability and automobile liability policies will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence, project specific. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$2,000,000, project specific. The Risk Manager for the City may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY SHALL NAME THE CITY AS AN ADDITIONAL INSURED.

>(8) Pollution Liability in the amount of \$1,000,000 Per Loss, \$2,000,000 Annual Aggregate. Such coverage will include bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs, charges and expenses incurred in the investigation, adjustment or defense

of claims for such compensatory damages; coverage for losses caused by pollution conditions that arise from the operations and transportation by the contractor. The City of Daytona Beach shall be named as additional insured.

Coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this agreement and with a three year reporting option beyond the Annual expiration date of the policy.)

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor or sub-contractor providing such insurance.

(b) Required Changes in Coverage and Amounts of Coverage. The City may at any time require Contractor to increase the amount of coverage, change the terms of coverage, and provide additional or different types of coverage, as the City may deem necessary; provided that the changes or increase in coverage are consistent with such requirements for similar operations and businesses then operating within the Central Florida area or are reasonable in light of prior claims made against Contractor's policies. Contractor must comply with such requirements within 30 days after the City's demand.

(c) Reasonable Deductible. Any insurance policy required by or pursuant to this Section may contain a reasonable deductible provision provided advance notice of said deductible provision is given by the Contractor to the City and approval from the Risk Manager for the City is given, which approval shall not be unreasonably withheld or delayed.

(d) Proof of Insurance. Contractor will furnish proof of the required forms and coverages referenced above to the Risk Manager for the City prior to or at the time of execution of this Contract. Contractor will not commence work until all proof of such insurance has been filed with and approved by the Risk Manager. Contractor will furnish proof of any new or amended coverages to the Risk Manager promptly upon being directed to do so. The City may require Contractor to halt operations until Contractor has provided such insurance.

(e) Form of Evidence of Coverage. Contractor will furnish evidence of all required insurance in the form of certificate of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates.

If requested by Risk Manager, Contractor will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the Risk Manager.

Anything to the contrary notwithstanding, the liabilities of the Contractor under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the contractor shall relieve the contractor or its sub-contractors from responsibility to provide insurance as required by the contract.

(f) Replacement Required. Contractor will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City. If such insurance will lapse, the City expressly reserves the right to renew the insurance at Contractor's expense.

(g) Termination of Insurance. Contractor may not cancel the insurance required by this Contract until all services are completed, accepted by the City, and Contractor has received written notification from the Risk Management Division of the City that Contractor may cancel the insurance required by this Contract and the date upon which the insurance may be cancelled.

2. All other terms and conditions remain the same.

The Bidder shall acknowledge receipt of this addendum in Section 7 of the Bid Proposal Form.

The City of Daytona Beach

Kirk Zimmerman, CPPB  
Buyer



THE CITY OF DAYTONA BEACH BID TABULATION ITB 0114-2040 BID DATE AND TIME 8/1/14 2:00 PM WATER AND WASTEWATER CHEMICALS																			
Aqua Ammonia	Non-Responsive	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
High Calcium Bulk Quicklime	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,499,804.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Liquid Carbon Dioxide	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Liquid Sodium Hypochlorite	No Bid	\$ 11,040.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Sodium Silicofluoride	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Solar Salt (Sodium Chloride)	No Bid	No Bid	\$147,550.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Total	Non-Responsive	\$ 11,040.00	\$147,550.00	\$1,499,804.00	\$ 23,075.00		\$ 20,245.50	Non-Responsive	\$2,092,725.00										

The Purchasing Agent will make reasonable efforts to notify all potential Bidders of the issuance of an Addendum. The Purchasing Agent will also post Addenda on the City's official web site. The City's web site address is <http://purchasing.codb.us>.

**However, the Bidder is solely responsible for ensuring that the Bid Package submitted reflects all such Addenda.**

**6. RESERVED**

**7. BID ENVELOPE.** The Bid, including the Bid Proposal Form, and all required Bid Documents must be returned in an opaque, sealed envelope. The envelope must display the name and address of the Bidder, the Bid number and Bid title as set forth on the Invitation to Bid, and the date and time scheduled for Bid Opening. The envelope must be addressed to:

Purchasing Agent  
City of Daytona Beach  
Room 146  
301 S. Ridgewood Avenue  
Daytona Beach, FL 32114

**8. SUBMISSION OF BID.** The Bidder must submit the Bid by mail or hand delivery at or prior to the time fixed for Bid Opening in the Invitation for Bids. Bids submitted after the time fixed for Bid Opening will not be accepted. The Bid must be delivered to the Purchasing Agent at the address above. A Bid submitted to any other location will not be considered. Telephone, electronic, and faxed bids will not be considered.

**9. AMENDMENT AND WITHDRAWAL OF BID.** The Bidder may amend or withdraw the Bid at any time prior to Bid Opening, but only with prior written notice to the Purchasing Agent, submitted in the same manner as the Bid. The notice must be signed by a properly authorized agent of the Bidder.

Mere negligence on the part of the Bidder in preparing the Bid does not constitute a right to withdraw the Bid subsequent to Bid Opening.

Amendments may be made only through the submission of a complete Bid Package, along with a written statement, signed by the same person who signed the Bid Package documents, that the submission is intended to fully replace the Bidder's earlier submission. The City is not required to honor an amendment that fails to comply with this Paragraph 9.

**10. DISQUALIFICATION OF BIDDERS.**

**A. Only One Bid Permitted:** The Bidder may submit only one Bid. If the Bidder submits more than one bid for the work involved, all Bids submitted from the Bidder will be rejected.

**B. Collusion:** If the City determines that collusion exists among Bidders, the City will reject the Bids of all participants in the collusion.

**C. Scrutinized Companies List:** If the Bidder is found to have submitted a false certification as provided by F.S. Section 238.175(5), or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, the City will have the option to immediately terminate this Contract. The City Commission or the CRA Governing Board will have authority to act on behalf of the City.

**11. BID OPENING.** Bid Opening will be scheduled at the location and on the date and time specified by the Invitation for Bid, or by any applicable Bid Addendum that the City may issue. At Bid Opening, the City will open and record the Bid so long as it is proper and has been timely submitted. In recording the Bid the City will state the name of the Bidder and the Bid Price.

The Bidder is solely responsible to ensure that the Bid is time and date stamped by the Purchasing Agent prior to Bid Opening. Late Bids will be rejected and returned unopened.

The Bidder may be present at Bid Opening but is not required to be present.

**12. UNIT PRICING AND QUANTITIES.** If this solicitation requests submission of unit prices: (i) the successful Bidder will hold all unit prices bid firm for the duration of the Contract, including any extension thereof, unless specifically authorized by the Contract Documents; and (ii) quantities stated are an estimate only and no guarantee is given or implied as to quantities that will actually be required during the Contract period.

**13. THE BID IS AN OFFER.** In submitting the Bid, the Bidder certifies that the Bidder is making a firm offer that will remain open for 60 days following Bid Opening unless properly and timely withdrawn by the Bidder prior to Bid Opening in conformance with these Instructions unless the City, in the City's sole discretion, rejects the Bid after Bid Opening. Extensions of time beyond the 60 day period will only be by agreement of the City and the Bidder.

**14. FEDERAL TAXES.** The Bid price will be exclusive of all federal taxes. If the Bidder believes that certain other taxes are properly payable by the City, the Bidder may list such taxes separately in each case directly below the respective item Bid price. Tax exemption certificates will be furnished upon request.

**15. BID PRICE INCLUSIVE OF COSTS.** The Bid Price is inclusive of all of the Bidder's direct and indirect costs of performing the Work, including the cost of packaging, shipping, and paying or royalties for copyright, patent, or trademarks, involved in the work.

**16. BIDS AND PUBLIC RECORDS.** Sealed Bids received by the City pursuant to the Invitation to Bid will be temporarily exempt from disclosure in accordance with Florida's Public Records Laws. Thereafter, all bids will be open for a personal inspection by any person pursuant to Public Records Law.

If the Bidder believes that the Bid or any portion thereof is permanently exempt from disclosure under the public records laws, the Bidder must state the grounds for this position in CAPITAL LETTERS on the cover sheet accompanying the sealed Bid. The Bidder will be contacted prior to the opening of the Bid and a determination will be made as to whether or not it is exempt from opening. If a determination is made that it is not exempt from disclosure, the Bidder may in writing request the return of the sealed Bid in accordance with Section 9 above.

**17. BID OPENING RESULTS.** The Bidder may secure information pertaining to Bid Opening results by visiting <http://purchasing.codb.us>, and clicking the link titled, "Closed Solicitations", by visiting the Purchasing Division Office Monday through Friday between 8:00 am and 3:00 pm, or by emailing a request to [purchasing@codb.us](mailto:purchasing@codb.us). Copies of Bid tabulation sheets will be furnished upon request and receipt of a valid email address or self-addressed stamped envelope.

**18. BIDDER CAPABILITY/REFERENCES.** Prior to contract award, the City may require Bidder to show that Bidder has the necessary facilities, equipment, ability, and financial resources to perform the work specified in a satisfactory manner and within the time specified.

In addition, the City may require Bidder to demonstrate that the Bidder has experience in work of the same or similar nature as the work required herein, and to provide references satisfactory to the City.

**19. REVIEW; BASIS OF AWARD.** Bids will be reviewed in accordance with the procedures set forth in these Instructions to Bidders and the applicable provisions of the Purchasing Code, Chapter 30, Code of the City of Daytona Beach ([www.codb.us](http://www.codb.us)). Any contract award pursuant to the Invitation to Bid will be made on the basis of the criteria for award of bids provided in the Purchasing Code.

**20. LOCAL PREFERENCE.** The Purchasing Code, provides for a preference to local vendors whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

As used in City Code, the term, "local vendor" means a person or business entity which has maintained a permanent place of business with full-time employees within the city limits of the City of Daytona Beach for a minimum of six months prior to the date bids or proposals were received for the purchase or contract at issue, which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with state and local laws, including City zoning and licensing ordinances.

Pursuant to City Code, if the lowest responsive bid is submitted by a non-local vendor, and a bid submitted by a local vendor is within 10% of the lowest bid, then these two vendors will each have the opportunity to submit a best and final bid equal to or lower than the amount of the lowest bid within five working days after bid opening. The bid will be awarded to the bidder submitting the lowest responsive bid or final bid. In case of a tie between a local vendor and a non-local vendor, the bid will be awarded to the local vendor.

If the Bidder intends to qualify as a local vendor, the Bidder must complete and sign the Local Vendor affidavit and submit it as part of the Bid. A Bidder who fails to properly complete and sign this affidavit or submit it with the Bid, will not further considered for local preference.

If the Bidder submits a properly completed Local Vendor affidavit as part of its Bid, the City reserves the right to verify that the Bidder meets the definition of Local Vendor, including by requiring the Bidder to supply additional documentation. In all instances, the City will be the final arbiter as to whether the Bidder qualifies for local preference.

With certain exceptions, application of local preference is discretionary. For more information on how the Local Preference may apply, see the Purchasing Code.

**21. MINORITY & WOMEN OWNED BUSINESS ENTERPRISES.** The Vendor must comply with those provisions of the Purchasing Code, relating to Minority and Women- Owned Businesses.

A list of Minority Business Enterprise Vendors is available on-line at <http://purchasing.codb.us>.

**22. IDENTICAL TIE BIDS.** In the case of a tie for lowest Bid where both Bids have been submitted by responsible Bidders, the tie will be decided in the following order or precedence: The local preference provisions of the Purchasing Code, Drug Free Workplace certification in compliance with § 287.087, Florida Statutes, or by drawing lots in public. Please see the Drug Free Workplace form incorporated into this Invitation to Bid.

**23. RIGHT TO ACCEPT OR REJECT BIDS.** The City will reject Bids which contain modifications, or which are incomplete, unbalanced, conditional, obscure, or which contain additions not requested, or irregularities of any kind, or which do not comply in every respect with these Instructions to Bidders and the Contract Documents, unless the City in its sole discretion determines that the non-compliance is minor.

The City does not bind itself to accept the minimum Bid stated herein, but reserves the right to accept any Bid, which in the judgment of the City will best serve the needs and interests of the City.

The City reserves the right to accept or reject any or all Bids in whole or in part, and to award by items, parts of items, or by any aggregate group of items specified. The City reserves also the right to waive technical defects when in its judgment the best interest of The City thereby will be served.

**24. CRA MAY AWARD CONTRACT.** If the funds to be used to pay for the materials solicited are from redevelopment trust funds, contract award may be made by the City of Daytona Beach (CRA) instead of the City. In this instance, the CRA, instead of the City, may be party to any written contract required to be executed by the successful Bidder, and any references to the City in the Invitation to Bid, these Instructions, or the Bid Documents will be deemed to refer to the CRA as logic dictates.

**25. CRA MAY AWARD PURCHASE ORDERS ISSUED PURSUANT TO CONTRACT.** In the case of a continuing/term supply contract awarded pursuant to this solicitation, if the funds to be used to pay for a portion of the supply or service are from redevelopment trust funds, the CRA is authorized to issue the purchase order corresponding to the supply or service instead of the City.

**26. PUBLIC ENTITY CRIMES.** Any party submitting a Bid in response to this invitation must execute the enclosed Form PUR 7068, "SWORN STATEMENT UNDER SECTION 287.133(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES," and enclose it with the Bid Proposal Form. All blank spaces in the Form must be completed.

**27. COMPLIANCE WITH LAWS.** The Bidder will be responsible for complying with all applicable federal, state, and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work.

At time of Bid submittal, the Bidder must hold the required licensure to be the prime contractor for all work to be performed under this solicitation. Any subcontractors or sub-consultants whom the Bidder proposes to use to perform work under this solicitation must also hold the required licensure at the time of Bid submittal. Required licensure must be maintained in full force and effect during the contract term.

**28. MAINTENANCE OF LICENSES.** The Bidder will maintain all required licenses in full force and effect during the contract term.

**29. BIDDER RESPONSIBILITY FOR PREPARATION COSTS.** Neither the City nor the City's officers or agents will be liable for the costs incurred by the Bidder in reviewing or responding to this solicitation.

**31. SAMPLES.** When required, samples must be furnished no later than the time specified for Bid Opening, free of expense to the City, marked plainly with name and address of Bidder, Bid number and opening date of Bid, and will include a memorandum indicating if Bidder requests return of samples. Failure to submit sample when required will result in the Bid being found non-responsive and ineligible from consideration. Samples provided by the successful Bidder will be retained by the City for comparison with deliveries. Samples submitted by other Bidders may be returned at Bidder's risk and expense, providing they have not been made useless through tests, when required, All samples submitted are subject to mutilation as a result of tests by the City.

**32. SPECIFICATIONS/DESCRIPTION OF EQUIPMENT.** If any proprietary, trade, brand or manufacturers' name or part number is used herein in describing the required equipment, it will be understood to indicate the minimum standard of composition and quality desired, and will not be construed to exclude equipment that equals or exceeds the functional capability and quality of the named equipment, unless otherwise indicated. If bids are based on such equivalent equipment, indicate the manufacturer's name and model number for the equipment and include any literature or other explanation of the equipment's quality or performance.

The equipment bid herein will be of standard manufacture and will be new and will be of the current production model.

Detailed equipment's specifications for make and model offered will be provided with Bid.

In cases where it becomes necessary to determine whether or not a product bid is equal or equivalent to the product specified, the City of Daytona Beach, at its sole discretion, will make such determination.

## **SPECIAL INSTRUCTIONS**

**SI 1. WORK DIVIDED INTO LOTS.** Award of this Bid will be on a lot-by-lot basis to the lowest and best Bidder for each individual lot. Bidder will provide a price for each lot being bid. If the Bidder elects not to bid on a particular lot, Bidder must clearly mark "No Bid" on the lines provided for pricing for that lot.

## STANDARD TERMS AND CONDITIONS

### 1. DEFINITIONS. Certain terms used herein will have the following meanings:

(a) The City means the City of Daytona Beach, and unless the context dictates otherwise, includes the City's officers, employees, and agents.

(b) Commodities means the supplies, materials, goods, merchandise, food, equipment, or other personal property that the Vendor will be obligated to provide the City under this Contract. These commodities are generally set forth in the Bid Schedule.

(c) Contract means the Bid Documents, including Instructions, Special Instructions, Addenda, Standard Terms and Conditions, and Supplemental Conditions if any; the Bid Package submitted by the Vendor; the Resolution or Ordinance awarding the Bid; the form contract, if any, required by the City in order to integrate all terms and conditions herein, or in absence of such form contract, the signed short form memorandum of contract provided by the City for the Vendor's execution; any other documents specifically incorporated herein or by any of the documents referenced above; any and all Purchase Orders issued pursuant to the Bid Documents; and any amendments that may after the date of award be executed by the Vendor and the City.

(d) Vendor means the successful Bidder who was awarded this Contract by the City; and unless the context dictates otherwise, includes Vendor's officers, employees, and agents.

All other terms not defined above will have their ordinary meaning.

VENDOR SHALL NOT BE LIABLE TO THE CITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, ARISING OR ALLEGED TO ARISE OUT OF OR IN CONNECTION WITH ITS PERFORMANCE HEREUNDER OR WITH ANY PRODUCT OR EQUIPMENT SOLD OR LEASED HEREUNDER, WHETHER SUCH DAMAGE RESULTS FROM ANY NEGLIGENT ACT OR OMISSION OR IS RELATED TO STRICT LIABILITY, OR OTHERWISE.

2. **INDEMNIFICATION.** For value received, the Vendor will indemnify and hold harmless the City, including the City's officers, employees, and agents, from (i) all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Vendor, or of Vendor's officers, employees, and agents, including subcontractors and other persons employed or utilized by the Vendor in the performance of the Contract; and (ii) all liabilities, damages, injuries, losses, claims, suits, actions, judgments, charges, expenses, or costs of any nature and kind, including attorneys' fees and court costs, arising from or relating to actual or alleged violation of or infringement of any patent, trademark, copyright, service mark, trade secret or intellectual property right for or on account of the use of any product or services sold to the City or used in performance of the work.

3. **WARRANTY.** Except as provided in the Supplemental Terms and Conditions, Vendor warrants that the commodities supplied pursuant to this Contract are new, of good quality, and conform to any specifications and requirements of this Contract; ~~that such commodities are merchantable~~; and that they are fit for the ordinary purposes they are intended to serve.

EXCEPT AS SET FORTH HEREIN, VENDOR SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE.

4. **MSDS.** Vendor will supply a Material Safety Data Sheet (MSDS) with each initial delivery of any materials defined by the State of Florida or the Federal Government as being toxic or harmful.

5. **PACKAGING AND SHIPPING.** All invoices, packing lists and packages must bear the name of the Contract and the applicable City purchase order number as printed on the face of the purchase order.



**6. DISCONTINUED.** Vendor will provide the City 30 days' advance written notice of a discontinued item, to allow the City to purchase additional quantities of such items. The City must give written approval of any replacements provided for discontinued items if they exceed the unit price for the discontinued item or fail to strictly meet quality, fit, form, or function of the discontinued item.

**7. PAYMENT.** Payment will be made 45 days after Vendor has provided an accurate and undisputed invoice, except where the City accepts a prompt payment discount from the Vendor and the commodities are not defective. All invoices must have a unique invoice number, date, and pricing by line item and unit price that are consistent with this Contract and such purchase order. Improper invoices will be returned to the Vendor. Any additional terms and conditions set forth on an invoice not in compliance with this Contract or the purchase order are null and void. Nothing in this Contract will be deemed to create an obligation on the City's part to pay a subcontractor or supplier of Vendor's for commodities provided under this Contract.

**8. SOVEREIGN IMMUNITY.** The City expressly retains all rights, benefits, and immunities of sovereign immunity under Florida law, including Section 768.28, Florida Statutes. Nothing in this Contract or any purchase order or notice provided under this Contract will be deemed to be a waiver of sovereign immunity or of the limitations on liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida legislature, and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort, equity, or contract will not exceed the dollar amount set by the legislature for tort. Nothing in this Contract or any purchase order or notice provided pursuant to this Contract will inure to the benefit of any third party for the purpose of allowing a claim against the City, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**9. BOOKS AND RECORDS.** The Vendor will maintain books, records, and documents pertinent to performance under this Contract and any purchase order issued hereunder in accordance with generally accepted accounting principles. The City will have inspection and audit rights to such records during the term of this Contract and for three years following the termination of obligations hereunder. Records which relate to any litigation, appeals or settlements of claims arising from such performance will be made available until a final disposition has been made of such litigation, appeals or claims.

**10. UCC.** ~~In addition to any rights or remedies contained in this Contract, each party will have the rights, duties, and remedies available through the Uniform Commercial Code.~~

**11. NOTICES.** All notices given by one party to the other under this Contract will be delivered to:

For the City: **The City of Daytona Beach**  
**Attn: Lynn Stevens**  
**P.O. Box 2451**  
**Daytona Beach, FL 32115-2451**

For the Vendor: **To the individual signing the Bid Proposal Form**

**12. AMENDMENTS AND MODIFICATIONS.** The City may unilaterally change, at no additional cost, the quantity and receiving point within the City for items not yet shipped. The City will not be required to pay for defective items, back-orders, late deliveries, deliveries of quantities of items

exceeding the quantities specified, or items shipped at a higher price than stated in this Contract or the purchase order. Except as otherwise provided herein, no change or modification of the Contract will be valid unless the same is in writing and signed by both Parties.

**13. ASSIGNMENTS AND SUBCONTRACTING.** No assignment or subcontracting will be permitted without the City's written approval.

**14. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing goods pursuant to this Contract, Vendor will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted.

**15. PRINCIPALS IN CONSTRUING CONTRACT.** The Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate.

**16. LITIGATION/VENUE.** In case of litigation, the laws of the State of Florida will govern Florida; the exclusive venue will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court; and each party will bear all of its litigation costs, including attorney's fees.

**17. JURY TRIAL WAIVED.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

**18. LIMITATION ON WAIVERS.** Failure by the City to enforce any provision of this Contract will not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract.

**19. TERMINATION OF CONTRACT.**

(a) The City may terminate this Contract, in whole or in part, at any time, for the City's convenience, nonappropriation of funds, or upon Vendor's material breach, by providing written notice as follows:

(1) Before terminating for convenience, the City must provide Vendor 30 days' notice. Termination will be automatic upon the expiration of the 30-day period.

(2) Before terminating for non-appropriation of funds, the City will provide Vendor such notice as is reasonably practical under the circumstances.

(3) Before terminating due to Vendor's material breach of its contractual obligations, City must provide Vendor written notice specifying the breach and demanding that Vendor remedy the breach within the Cure Period. The Cure Period will be 10 days; unless the

nature of the material breach is such that it cannot be reasonably cured within this 10-day period despite Vendor's diligent efforts to do so, in which instance the Cure Period will be extended by one day for each day beyond the 10-day Cure Period that Vendor has continued to diligently attempt to complete the remedy. This Contract will terminate automatically and without need for additional notice if Vendor fails to remedy the material breach within the Cure Period.

In any of the above instances, upon termination, Vendor will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by Vendor in performing this Contract, whether completed or in process.

(b) If the termination is for the City's convenience, Vendor will be paid compensation for goods delivered prior to the date of termination.

(c) If termination is for nonappropriation, Vendor will be paid for goods delivered prior to the fiscal year for which the nonappropriation event has occurred.

(d) If the termination is due to the Vendor's material breach, the City reserves all rights and remedies it may have under law due to such breach.

(e) If after notice of termination for the Vendor's material breach it is determined by the City or by a court of law that the Vendor had not materially breached this Contract, or that the City's notice for termination upon such breach was insufficient, the termination will be conclusively deemed to have been effected for the City's convenience. In such event, adjustment in payment to Vendor will be made as provided in Subsection (b) of this Section.

(f) The rights and remedies of City provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

**20. SUSPENSION OF SERVICES.** If the notice of default issued by the City pursuant to the preceding Section so directs, Vendor will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

**21. FLORIDA PUBLIC RECORD LAW REQUIREMENTS.** To the extent required by law, Vendor will comply with Florida Public Records Law requirements, which if applicable include the following:

(a) Keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the service provided herein.

(b) Providing the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(c) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meeting all requirements for retaining public records and transferring, at no cost to the City, all public records in possession of Vendor upon termination of this Contract for any reason; and destroying any duplicate public records that are exempt or confidential

and exempt from public records disclosure requirements. When such records are stored electronically, providing the City all records stored electronically in a format that is compatible with the City's information technology systems.

**22. SEVERABILITY.** If one or more of the provisions contained in this Contract will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Contract, and this Contract will then be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

**25. TITLE/RISK OF LOSS.** Title and risk of loss will not be deemed to pass to the City unless and until the commodities ordered have been delivered; and, where inspection is required prior to City acceptance, until the City has inspected and accepted such commodities. In all instances shipment will be FOB destination.

**26. FAILURE TO ENFORCE.** Failure by the City at any time to enforce the provisions of this contract will not be construed as a waiver of any such provisions. Such failure to enforce will not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

**27. PURCHASE ORDERS.** All purchase orders issued pursuant to the Contract will be deemed to incorporate all terms and conditions of the Contract regardless of whether the Contract or Contract Documents are expressly referenced therein. In case of conflicts between a purchase order and any other with provisions of the Contract Documents, the other provisions of the Contract Documents will control.

**28. RESERVED**

**29. DELIVERY.** Delivery of all materials or products under this Bid will be quoted FOB Daytona Beach or other point of use as specified. No delivery charges will be added to invoices except when express delivery is substituted on order for less expensive method specified in Contract; in such cases, difference between freight or mail and express charges may be added to the invoice.

**30. DELIVERY FAILURES.** Failure of the Vendor to deliver within the time specified in the Contract, or within a reasonable time as interpreted by the Purchasing Agent, or failure to make replacements of rejected articles as directed by the Purchasing Agent, will permit the Purchasing Agent to purchase on the open market articles of comparable grade to take the place of those rejected or not delivered. On all such purchases the Vendor will reimburse The City within a reasonable time specified by the Purchasing Agent, for any expenses incurred in excess of the defaulted prices. Such purchases will be deducted from the Contract quantities.

**31. GOVERNMENTAL RESTRICTIONS.** In the event any governmental restrictions are imposed which would necessitate alteration of the material, quality, workmanship or performance of the items awarded to the Vendor prior to delivery, it will be the responsibility of the Vendor to notify the City at once, indicating in his/her letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

**32. PATENT INFRINGEMENT, ETC.** By submission of this Bid, the Vendor certifies that the merchandise to be furnished will not infringe any valid patent, copyright, or trademark and the successful Vendor will, at his own expense, defend any and all sections or suites charging such infringement and hold The City harmless in case of any such infringements.

## SUPPLEMENTAL TERMS AND CONDITIONS

Does this mean any governmental entity even outside of FL? Can we say this?

In case of conflicts between these Supplemental Terms and Conditions and the Standard Terms and Conditions, these Supplemental Terms and Conditions will govern.

**STC 1 AUTHORITY TO PIGGYBACK.** Submission of any Bid in response to this solicitation constitutes an offer made under the same terms and conditions and for the same price, to any other governmental entity.

**STC 2 NON-EXCLUSIVE CONTRACT.** Award of this Contract will impose no obligation on the part of the City to use the Vendor or this Contract for the purchase of the commodities included in the Bid Schedule during the Contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for purchase of these or similar commodities if the City deems such action to be in the City's best interests. In the case of multiple term contracts, this provision will apply separately to each item.

**STC 3 NON-APPROPRIATIONS CLAUSE.** If sufficient funds are not budgeted for a new fiscal year, the City will notify the Vendor of such occurrence and the Contract will terminate on the last day of the current fiscal year without penalty or expense to the City.

**STC 4 PURCHASE ORDERS.** This Contract, in and of itself, does not require the Vendor to provide any commodities or perform any services, or require the City to pay for such commodities or services. No commodities will be deemed ordered or services provided, and no obligation will arise to pay for such commodities or services, except when specifically authorized by a written purchase order issued in accordance with the City's procurement policies. . The purchase order will provide a list of commodities ordered, including quantities, with reference to the units and prices set forth in the Bid Schedule; and may provide more detailed parameters for the services to be provided, such as deliverables and deadlines, consistent with the provisions of this Contract. No purchase order issued may alter the terms and conditions of this Contract. In case of a conflict with a purchase order this Contract will govern.

**STC 5 TERM.** The Contract Term will be one year, beginning on October 2, 2015, or the date in which the Memorandum of Contract is fully executed, whichever is later.

**STC 6 RENEWAL.** The City reserves the option to renew with 4 one year renewal options on the City's part subject to (i) the vendor's right to submit proposed price increases for the renewal period, based solely upon increases in Vendor's costs, such as material costs, with accompanying cost data, within a 180 days prior to renewal, to take effect at the renewal date; (ii) the City's right to review the proposed increase and within 60 days of submittal of the proposed increase, approve or reject such increases, (iii) the vendor's right to opt out of the renewal within 10 days of receiving the City's rejection.

**BID PROPOSAL FORM**

**ITB No.: 0115-1900**

TO THE MAYOR AND COMMISSIONERS  
THE CITY OF DAYTONA BEACH, A FLORIDA MUNICIPAL CORPORATION

Dear Mayor and Commissioners:

This Bid is submitted by AIRGAS CARBONIC  
*(insert Vendor's full legal name; include D/B/A if applicable)*

Business Address: 2855 TRICKUM ROAD, WOODSTOCK, GA  
*(include P.O. Box/street address, city, state and zip code)* 30188

Business Phone: 404-626-6627 Business Fax: 770-717-2222  
*(include area code)* *(include area code)*

Business Email: JAMES\_EXUM@AIRGAS.COM  
*(leave blank if n/a)*

The undersigned, as VENDOR or VENDOR's authorized representative, hereby declares and affirms each of the following:

1. That VENDOR has had the opportunity to examine the project site(s) and is fully informed in regard to all conditions pertaining to the site(s).
2. That VENDOR has thoroughly examined all Contract Documents, including Plans and Specifications as applicable, relative to the work to be performed, and that VENDOR is sufficiently knowledgeable of the work to be performed.
3. That, pursuant to and in compliance with the Bid Package, including the form Contract and all other Contract Documents, the VENDOR hereby agrees to furnish all labor, materials, and equipment to do the work in strict accordance with the Contract Documents and for the Unit and/or Lump Sum prices herein for the prices stated in the attached Bid Schedule.
4. Subject to the terms and conditions stated in the Contract Documents, that VENDOR will perform the work in accordance with the completion date(s) specified in the Contract Documents; and will pay liquidated damages in the amounts specified in the Contract Documents for VENDOR's failure to comply with the completion date(s).

**BID PROPOSAL FORM, cont.**

5. That Vendor agrees to indemnify and hold harmless the City any other interests as set forth in the Contract Documents.

6. That insofar as the attached Bid Schedule includes extended unit prices, the use of extended unit quantities will not be construed to be a guarantee that the City will purchase such quantities if a contract is awarded; and that, subject to the terms and conditions of the Contract, the Vendor will be entitled to payment based upon the units constructed, installed, or otherwise placed in service.

7. That VENDOR has received the following Addenda (*leave blank if inapplicable*):

No. <u>1</u>	Dated: <u>6-24-15</u>	No. <u>    </u>	Dated: <u>                    </u>
No. <u>2</u>	Dated: <u>6-24-15</u>	No. <u>    </u>	Dated: <u>                    </u>

(list any additional Addenda by number and date): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. That Vendor has completed the required information required in this Bid Proposal Form and other documents comprising the Bid Package truthfully.



## BID PROPOSAL FORM, cont.

9. That Vendor is (mark the appropriate box and include the additional information, as applicable):

An individual person/sole proprietor

A Florida corporation/ limited liability company

A foreign corporation/limited liability company authorized to do business in Florida\*

\_\_\_\_\_ (specify state of incorporation /  
formation)

A Florida limited partnership

A foreign limited partnership authorized to do business in Florida\*

\_\_\_\_\_ (specify state of incorporation /  
formation)

A general partnership (provide partner names on separate, signed sheet of  
paper)

A joint venture\*\*

Other CORPORATION, LLC (specify, including type of  
entity)

\* (If Vendor is a foreign corporation or foreign limited liability company, attach proof of registry from State of Florida)

\*\* (provide on separate signed sheet(s) of paper the full legal names of all persons/firms comprising the joint venture.

In signing below, I certify that I am the above-named Vendor or a person duly authorized by Vendor to bind Vendor to these terms and conditions.

By: James E. Exum  
(Signature)

Printed Name: JAMES . E . EXUM

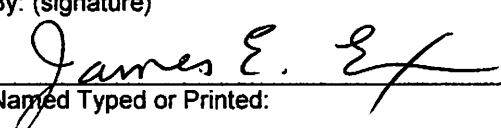
Title: AREA SALES MANAGER

Date signed: 6-26-15

ENG

**BID SCHEDULE**  
**ITB Number 0115-1900**  
**WATER AND WASTEWATER CHEMICALS**

Lot No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
1	Aqua Ammonia	LBS	240,000	\$	\$
2	Liquid Carbon Dioxide	LBS	1,500,000	\$ .10	\$ 150,000.00 ✓
3	Sodium Silicofluoride	50-lb BAGS	800	\$	\$
4	Liquid Sodium Hypochlorite	GALLON	15,000	\$	\$
5	High Calcium Bulk Quicklime	TONS	8,500	\$	\$
6	Solar Salt	TONS	1,900	\$	\$

Date Signed: 6-26-15	By: (signature) 
Company Name: AIRGAS CARBONIC	Named Typed or Printed: JAMES E. EXUM
	Title: AREA SALES MANAGER

NONCOLLUSION AFFIDAVIT OF PRIME VENDOR

STATE OF GEORGIA )  
COUNTY OF GWINNETT )

JAMES E. EXUM, being first duly sworn deposes and says that:

- (1) He is AREA SALES MGR of AIRGAS CARBONIC, the Vendor that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices or cost element of the Bid price or the Bid price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Daytona Beach, FL (Local Public Agency) or any person interested in the proposed Contract;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: James E. Exum  
 (Signature)  
 Name Typed: JAMES E. EXUM  
 Title: AREA SALES MANAGER  
 Vendor: AIRGAS CARBONIC

Subscribed and sworn to before me

This 6th day of July, 2015

Debra L. Stouffer  
 (Signature of Notary Public)  
 My commission expires: 8/1/15

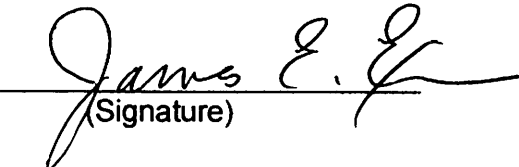
DEBRA L. STOFFER  
 Notary Public, Gwinnett County, GA  
 My commission expires August 1, 2015

## DRUG-FREE WORKPLACE CERTIFICATION

**IDENTICAL TIE BIDS:** - Whenever the City receives two or more bids which are equal with respect to price, quality, and service, the tie will be decided in the following order or precedence: The local preference provisions; a business that certifies that it has implemented a drug free workplace program; or by drawing lots in public.

In order to have a drug-free workplace program, a business will:

- 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 violation.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are underbid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nole contendre to, any violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

  
(Signature)

**CERTIFICATION OF COMPLIANCE WITH AFFIRMATIVE ACTION PROGRAMS**

The Vendor has has not developed and has has not on file at each establishment, Affirmative Action Programs pursuant to Executive Order 11246.

The Vendor has has not participated in a previous contract or subcontract subject to Executive Order 11246.

The Vendor has has not filed with the Joint Reporting Committee, the Director or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

Date 2-6, 20 15

Vendor: AIRGAS CARBONIC

By: James E. Exlum  
(Signature)  
Name: JAMES E. EXLUM

Title: AREA SALES MANAGER

Address: 2855 TRICKUM ROAD  
WOODSTOCK, GA 30188

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to CITY OF DAYTONA BEACH  
*(print name of the public entity)*  
by JAMES E. EXUM AREA SALES MGR.  
*(print individual's name and title)*  
for AIR GAS CARBONIC  
*(print name of entity submitting sworn statement)*  
whose business address is

2855 TRICKUM ROAD  
WOODSTOCK, GA 30188

and (if applicable) its Federal Employer Identification Number (FEIN) is  
58-2298979

(If the entity has no FEIN, insert the Social Security Number of the individual signing this sworn statement above:

2. I understand that a "public entity crime" as defined in Paragraph 287.133(l)(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, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined In Paragraph 287.133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes means:
- (a) A predecessor or successor of a person convicted of a public entity crime, or

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, cont.**

(b) 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, will 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 will be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 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.

Based on Information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (*Indicate which statement applies.*)


Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (*attach a copy of the final order.*)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, cont.**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

  
[Signature]

Sworn to and subscribed before me this 6th day of July, 2015.

Personally known ✓

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

Notary Public - State of Georgia

By: Debra L. Stouffer

My commission expires 8/1/15

Debra L. Stouffer  
(Printed typed or stamped  
commissioned name of Notary Public)

DEBRA L. STOFFER  
Notary Public, Gwinnett County, GA  
My commission expires August 1, 2015

Form PUR 7068 (Rev. 06/18/92)



## DRAFT MEMORANDUM OF CONTRACT

This Memorandum of Contract is executed this 6<sup>TH</sup> day of JULY, 2015, by the undersigned, as representative of AIRGAS CARBONIC ("Vendor"), hereby confirms that:

1. Vendor submitted a Bid Proposal, dated 7-6-15, in response to the Invitation to Bid ("ITB") No. 0115-1900, issued by the City of Daytona Beach ("the City"); and
2. The Bid Proposal was to **REPLACE WITH CORRECT SCOPE/TITLE** years, at rates set forth in the Bid Proposal, and
3. As expressly stated in the Bid Proposal, the Bid Proposal constituted an offer to enter into a contract, incorporating all of the terms and conditions of the ITB, the Bid Proposal, and all other documents contained or referenced therein (hereinafter, the "Contract Documents"); and
4. The Bid Proposal expressly provided that the City may accept the offer through issuance of a Purchase Order; and
5. The City has accepted Vendor's offer through issuance of the attached Purchase Order; and
6. As referenced in the Contract Documents, the Effective Date of the Contract OCTOBER 2 2015, being the date of bid award by the Daytona Beach City Commission.

Signed this 6<sup>TH</sup> day of JULY, 2015.

By: James E. Exum  
Printed Name: JAMES E. EXUM  
Title: AREA SALES MGR,

LOT 2

**SPECIFICATIONS FOR LIQUID CARBON DIOXIDE**

QUANTITY: 1,500,000 Pounds

Bid price will be firm for one year with options to renew based on STC 6, page 17.

**Delivery Terms:** F.O.B. Ralph Brennan Water Plant, located at 3651 LPGA Boulevard, Daytona Beach, FL 32124.

Bidders will provide an affidavit of compliance with the requirements of ANSI/AWWA B510-00 standard with the bid form. Product specifications and/or certificate of analysis, and a Material Safety Data Sheet will be submitted upon request prior to awarding the Bid.

The liquid carbon dioxide (CO<sub>2</sub>) will have a minimum purity of 99.5%, water less than 200 ppm, and nonvolatile residues less than 10 ppm.

**Delivery will be accepted when and as needed Monday through Friday (7:00 AM through 3:00 PM) and will be made within 48 hours upon notification of need.**

Each shipment will be accompanied by a chemical analysis to show that it conforms to specifications.

To be furnished in accordance with the following general specifications and will conform to standards prescribed by the standard ANSI/AWWA B510-00.

**IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF DAYTONA BEACH RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.**



# CERTIFICATE OF LIABILITY INSURANCE

12/17/2015

DATE (MM/DD/YYYY)

6/25/2015

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1066143 AIRGAS USA, LLC 259 N. RADNOR-CHESTER ROAD RADNOR PA 19087	<b>INSURER A:</b> National Union Fire Ins Co Pittsburgh PA <span style="float:right">NAIC # 19445</span>	
	<b>INSURER B:</b> New Hampshire Insurance Company <span style="float:right">23841</span>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES** AIRIN01      **CERTIFICATE NUMBER:** 13549619      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>CONTRACTUAL LIAB.</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	GL1903210	12/17/2014	12/17/2015	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A A A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	N	CA9701079 (AOS) CA9701078 (MA) CA9701077 (VA)	12/17/2014 12/17/2014 12/17/2014	12/17/2015 12/17/2015 12/17/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	N	N	19661730	12/17/2014	12/17/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC001591803 (FL) WC029342296 (CA) WC029342298 (AOS) WC029342300	12/17/2014 12/17/2014 12/17/2014 12/17/2014	12/17/2015 12/17/2015 12/17/2015 12/17/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

## CERTIFICATE HOLDER

**13549619**  
 THE CITY OF DAYTONA BEACH  
 PURCHASING DIVISION  
 ATTN: PURCHASING AGENT  
 301 S RIDGEWOOD AVE, ROOM 146  
 DAYTONA BEACH FL 32114

## CANCELLATION

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

*Joseph M. Amelle*

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**Airgas Carbonic Incorporated**  
2530 Sever Road, Suite 300  
Lawrenceville, GA 30043  
(770) 717-2210

## CONTINUING GUARANTEE

Airgas Carbonic hereby guarantees that no article hereafter packed, shipped, delivered or consigned by it is, when packed, shipped or consigned by the undersigned,

... adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, with all revisions and amendments pertaining thereto, to the extent that said Act is then effective and applicable, or an article which may not, under the provisions of Section 404 or 505 or 512 of said Act be then introduced into interstate commerce.

The undersigned further guarantees that the articles comprising each pack, shipment, delivery or consignment made will not bear or contain any food additives, pesticides, or other substance as of the date of such pack, shipment, delivery or consignment which is unsafe within the meaning of the Federal Food, Drug and Cosmetic Act or the United States Department of Agriculture (USDA) as defined in Titles 7, 9, and 21 of the Code of Federal Regulations with all revisions and amendments pertaining thereto.

Airgas Carbonic Inc. is registered with the FDA as a producer of Carbon Dioxide, U.S.P., under NDC Label Code # 063917.

Dated this 1<sup>st</sup> day of January, 2015.

AIRGAS CARBONIC

Matthew C. Erwin  
Director of Quality Assurance

## CONTINUING GUARANTEE AND TESTING PROTOCOL FOR FOOD-GRADE CARBON DIOXIDE

As a registered producer of Carbon Dioxide with the United States Food and Drug Administration (“FDA”), Airgas Carbonic (“Airgas”) guarantees that in compliance with its quality assurance measures, which are available upon request, and in compliance with all applicable regulations under the Federal Food, Drug, and Cosmetic Act (“FDCA”) and/or the United States Department of Agriculture (“USDA”), **only safe, unadulterated Carbon Dioxide, free of food additives, pesticides or other substances** will be packed, shipped, delivered or consigned.

Any claims of a suspected adulterated food product (“AFP”) as defined by the FDCA, 21 U.S.C. §§ 321(f) and 342, with all revisions and amendments pertaining thereto, shall be resolved in accordance with the following testing protocol:

1. Any suspected AFP shall be reported immediately and any unreasonable delay may bar recovery of any resulting damages;
2. A proper chain of custody of any AFP shall be established, documented, and maintained, and any unreasonable gaps may bar recovery of any resulting damages;
3. Any suspected AFP shall be properly quarantined and stored until an independent investigation and analysis are conducted, and if any product has a “shelf life” or if usability is lost after a date-specific time, then those dates shall be reported immediately to Airgas and any unreasonable delay in reporting or failure to comply with this procedure or premature disposal of any suspected AFP may bar recovery of any resulting damages;
4. Investigation and analysis of any suspected AFP shall be conducted by a mutually agreeable, independent, FDA-approved laboratory at the expense of Airgas, and any additional or multiple testing results shall not be required or performed unless agreed upon in writing; and
5. If the investigation and analysis conclude that the suspected AFP is in fact unadulterated, Airgas will consider its testing protocol to have been complied with and expect all contractual obligations of the customer to be honored.

Dated this 1<sup>st</sup> day of January, 2015.

AIRGAS CARBONIC



Matthew C. Erwin  
Director of Quality Assurance



**Airgas Carbonic Incorporated**  
2530 Sever Road, Suite 300  
Lawrenceville, GA 30043  
(770) 717-2210

## CERTIFICATE OF COMPLIANCE

The liquid carbon dioxide produced at our plant meets and/or exceeds the specification limits set by the Compressed Gas Association G-6.2-2011, Quality Verification Level H [Food Processing (Food Chemicals Codex)], exceeding the specifications of the United States Pharmacopeia.

COMPONENT	SPECIFICATION
Identification	Pass
Carbon Dioxide (Assay)	99.50 % Min.
Acetaldehyde	0.50 ppm
Carbon Monoxide	10.0 ppm
Carbonyl Sulfide	0.50 ppm
Hydrogen Sulfide	0.50 ppm
Sulfur Dioxide	5.00 ppm
Total Sulfur	0.50 ppm
Nitric Oxide & Nitrogen Dioxide	5.00 ppm
Oxygen	50.0 ppm
Moisture (Water)	20.0 ppm (-68°F Dew Pt.)
Total Hydrocarbon Content (as Methane)	50.0 ppm
Nonvolatile Residues (wt/wt)	10.0 ppm
Odor/Taste	No foreign odor/taste

Specification limit in ppm (v/v) maximum allowable unless otherwise stated.

N/A: Not Applicable.

Approved by:

Effective Date: 01.January.2015

Matthew C. Erwin  
Director of Quality Assurance  
Airgas Carbonic, Inc.



The Public Health and Safety Organization

CLOSE WINDOW TO EXIT NSF LISTINGS ▶

## NSF Product and Service Listings

These NSF Official Listings are current as of **Sunday, June 28, 2015** at 12:15 a.m. Eastern Time. Please [contact NSF International](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:  
<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Airgas+Carbonic&ChemicalName=Carbon+Dioxide&>

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

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#### Airgas Carbonic

2530 Sever Road  
Suite 300  
Lawrenceville, GA 30043  
United States  
770-717-2200

**Facility :** Augusta, GA

**Carbon Dioxide**  
*Trade Designation*  
Carbon Dioxide

*Product Function*  
pH Adjustment

*Max Use*  
200 mg/L

**Facility : Pelham, GA**

**Carbon Dioxide**  
*Trade Designation*  
Carbon Dioxide

*Product Function*  
Corrosion & Scale Control  
pH Adjustment

*Max Use*  
200mg/L

**Facility : Blissfield, MI**

**Carbon Dioxide**  
*Trade Designation*  
Liquid Carbon Dioxide Refrigerated

*Product Function*  
pH Adjustment

*Max Use*  
200mg/L

**Facility : Star, MS**

**Carbon Dioxide**  
*Trade Designation*  
Carbon Dioxide

*Product Function*  
pH Adjustment

*Max Use*  
200 mg/L

**Facility : Alvin, TX**

**Carbon Dioxide**  
*Trade Designation*  
Carbon Dioxide

*Product Function*  
Corrosion & Scale Control  
pH Adjustment

*Max Use*  
200mg/L

**Facility : Hopewell, VA**

**Carbon Dioxide**  
*Trade Designation*  
Carbon Dioxide

*Product Function*  
Corrosion & Scale Control  
pH Adjustment

*Max Use*  
200mg/L



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Number of matching Manufacturers is 1  
Number of matching Products is 6  
Processing time was 0 seconds

- **Connect with NSF**



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## Carbon Dioxide, Refrigerated Liquid

**Section 1. Identification**

<b>GHS product identifier</b>	: Carbon Dioxide, Refrigerated Liquid
<b>Chemical name</b>	: Carbon dioxide
<b>Other means of identification</b>	: Carbon Dioxide Liquid, Carbon Dioxide, Refrigerated Liquid
<b>Product use</b>	: Synthetic/Analytical chemistry.
<b>Synonym</b>	: Carbon Dioxide Liquid, Carbon Dioxide, Refrigerated Liquid
<b>SDS #</b>	: 001181
<b>Supplier's details</b>	: Airgas USA, LLC and its affiliates 259 North Radnor-Chester Road Suite 100 Radnor, PA 19087-5283 1-610-687-5253
<b>Emergency telephone number (with hours of operation)</b>	: 1-866-734-3438

**Section 2. Hazards identification**

<b>OSHA/HCS status</b>	: This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).
<b>Classification of the substance or mixture</b>	: GASES UNDER PRESSURE - Refrigerated liquefied gas Simple asphyxiant.

**GHS label elements****Hazard pictograms**

:

**Signal word**

: Warning

**Hazard statements**

: Contains refrigerated gas; may cause cryogenic burns or injury.  
May cause frostbite.  
May displace oxygen and cause rapid suffocation.  
May increase respiration and heart rate.

**Precautionary statements****General**

: Read and follow all Safety Data Sheets (SDS'S) before use. Read label before use. Keep out of reach of children. If medical advice is needed, have product container or label at hand. Close valve after each use and when empty. Use equipment rated for cylinder pressure. Do not open valve until connected to equipment prepared for use. Use a back flow preventative device in the piping. Use only equipment of compatible materials of construction. Always keep container in upright position. Do not change or force fit connections. Avoid spills. Do not walk or roll equipment over spills.

**Prevention**

: Wear cold insulating gloves and face shield. Use and store only outdoors or in a well ventilated place.

**Response**

: Thaw frosted parts with lukewarm water. Do not rub affected area. Get immediate medical attention.

**Storage**

: Store in a well-ventilated place.

**Disposal**

: Not applicable.

## Section 2. Hazards identification

**Hazards not otherwise classified** : In addition to any other important health or physical hazards, this product may displace oxygen and cause rapid suffocation.

## Section 3. Composition/information on ingredients

**Substance/mixture** : Substance  
**Chemical name** : Carbon dioxide  
**Other means of identification** : Carbon Dioxide Liquid, Carbon Dioxide, Refrigerated Liquid

### CAS number/other identifiers

**CAS number** : 124-38-9  
**Product code** : 001181

Ingredient name	%	CAS number
Carbon Dioxide	100	124-38-9

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

## Section 4. First aid measures

### Description of necessary first aid measures

**Eye contact** : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Get medical attention if irritation occurs.

**Inhalation** : Remove victim to fresh air and keep at rest in a position comfortable for breathing. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Get medical attention if adverse health effects persist or are severe. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

**Skin contact** : Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. Get medical attention if symptoms occur. Wash clothing before reuse. Clean shoes thoroughly before reuse.

**Ingestion** : As this product is a gas, refer to the inhalation section.

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

#### Potential acute health effects

**Eye contact** : Extremely cold material.  
**Inhalation** : No known significant effects or critical hazards.  
**Skin contact** : Extremely cold material.  
**Frostbite** : Try to warm up the frozen tissues and seek medical attention.  
**Ingestion** : As this product is a gas, refer to the inhalation section.

#### Over-exposure signs/symptoms

**Eye contact** : No specific data.  
**Inhalation** : No specific data.  
**Skin contact** : No specific data.  
**Ingestion** : No specific data.

## Section 4. First aid measures

### Indication of immediate medical attention and special treatment needed, if necessary

- Notes to physician** : Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.
- Specific treatments** : No specific treatment.
- Protection of first-aiders** : No action shall be taken involving any personal risk or without suitable training. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation.

See toxicological information (Section 11)

## Section 5. Fire-fighting measures

### Extinguishing media

**Suitable extinguishing media** : Use an extinguishing agent suitable for the surrounding fire.

**Unsuitable extinguishing media** : None known.

**Specific hazards arising from the chemical** : Contains gas under pressure. In a fire or if heated, a pressure increase will occur and the container may burst or explode.

**Hazardous thermal decomposition products** : Decomposition products may include the following materials:  
carbon dioxide  
carbon monoxide

**Special protective actions for fire-fighters** : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Contact supplier immediately for specialist advice. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.

**Special protective equipment for fire-fighters** : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

## Section 6. Accidental release measures

### Personal precautions, protective equipment and emergency procedures

**For non-emergency personnel** : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Avoid breathing gas. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.

**For emergency responders** : If specialised clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

**Environmental precautions** : Ensure emergency procedures to deal with accidental gas releases are in place to avoid contamination of the environment. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

### Methods and materials for containment and cleaning up

**Small spill** : Immediately contact emergency personnel. Stop leak if without risk.

**Large spill** : Immediately contact emergency personnel. Stop leak if without risk. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

## Section 7. Handling and storage

### Precautions for safe handling

**Protective measures** : Put on appropriate personal protective equipment (see Section 8). Contains gas under pressure. Contains refrigerated gas. Avoid contact with eyes, skin and clothing. Avoid breathing gas. Empty containers retain product residue and can be hazardous. Do not puncture or incinerate container. Use equipment rated for cylinder pressure. Close valve after each use and when empty. Protect cylinders from physical damage; do not drag, roll, slide, or drop. Use a suitable hand truck for cylinder movement.

**Advice on general occupational hygiene** : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

**Conditions for safe storage, including any incompatibilities** : Store in accordance with local regulations. Store in a segregated and approved area. Store in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10). Keep container tightly closed and sealed until ready for use. Cylinders should be stored upright, with valve protection cap in place, and firmly secured to prevent falling or being knocked over. Cylinder temperatures should not exceed 52 °C (125 °F).

## Section 8. Exposure controls/personal protection

### Control parameters

#### Occupational exposure limits

Ingredient name	Exposure limits
Carbon Dioxide	<p><b>ACGIH TLV (United States, 3/2012). Oxygen Depletion [Asphyxiant].</b>            STEL: 54000 mg/m<sup>3</sup> 15 minutes.            STEL: 30000 ppm 15 minutes.            TWA: 9000 mg/m<sup>3</sup> 8 hours.            TWA: 5000 ppm 8 hours.</p> <p><b>NIOSH REL (United States, 1/2013).</b>            STEL: 54000 mg/m<sup>3</sup> 15 minutes.            STEL: 30000 ppm 15 minutes.            TWA: 9000 mg/m<sup>3</sup> 10 hours.            TWA: 5000 ppm 10 hours.</p> <p><b>OSHA PEL (United States, 6/2010).</b>            TWA: 9000 mg/m<sup>3</sup> 8 hours.            TWA: 5000 ppm 8 hours.</p> <p><b>OSHA PEL 1989 (United States, 3/1989).</b>            STEL: 54000 mg/m<sup>3</sup> 15 minutes.            STEL: 30000 ppm 15 minutes.            TWA: 18000 mg/m<sup>3</sup> 8 hours.            TWA: 10000 ppm 8 hours.</p>

**Appropriate engineering controls** : Good general ventilation should be sufficient to control worker exposure to airborne contaminants.

**Environmental exposure controls** : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

### Individual protection measures

Date of issue/Date of revision : 1/19/2015. Date of previous issue : 10/22/2014. Version : 0.06 4/12

## Section 8. Exposure controls/personal protection

- Hygiene measures** : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.
- Eye/face protection** : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: safety glasses with side-shields.
- Skin protection**
- Hand protection** : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.
- Body protection** : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Other skin protection** : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Respiratory protection** : Use a properly fitted, air-purifying or air-fed respirator complying with an approved standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator.

## Section 9. Physical and chemical properties

### Appearance

- Physical state** : Gas or Liquid.
- Color** : Colorless.
- Molecular weight** : 44.01 g/mole
- Molecular formula** : C-O<sub>2</sub>
- Melting/freezing point** : Sublimation temperature: -79°C (-110.2 to °F)
- Critical temperature** : 30.85°C (87.5°F)
- Odor** : Odorless.
- Odor threshold** : Not available.
- pH** : Not available.
- Flash point** : [Product does not sustain combustion.]
- Burning time** : Not applicable.
- Burning rate** : Not applicable.
- Evaporation rate** : Not available.
- Flammability (solid, gas)** : Not available.
- Lower and upper explosive (flammable) limits** : Not available.
- Vapor pressure** : 830 (psig)
- Vapor density** : 1.53 (Air = 1)      Liquid Density@BP: Solid density = 97.5 lb/ft<sup>3</sup> (1562 kg/m<sup>3</sup>)
- Specific Volume (ft<sup>3</sup>/lb)** : 8.7719

## Section 9. Physical and chemical properties

<b>Gas Density (lb/ft<sup>3</sup>)</b>	: 0.114
<b>Relative density</b>	: Not applicable.
<b>Solubility</b>	: Not available.
<b>Solubility in water</b>	: Not available.
<b>Partition coefficient: n-octanol/water</b>	: 0.83
<b>Auto-ignition temperature</b>	: Not available.
<b>Decomposition temperature</b>	: Not available.
<b>SADT</b>	: Not available.
<b>Viscosity</b>	: Not applicable.

## Section 10. Stability and reactivity

<b>Reactivity</b>	: No specific test data related to reactivity available for this product or its ingredients.
<b>Chemical stability</b>	: The product is stable.
<b>Possibility of hazardous reactions</b>	: Under normal conditions of storage and use, hazardous reactions will not occur.
<b>Conditions to avoid</b>	: No specific data.
<b>Hazardous decomposition products</b>	: Under normal conditions of storage and use, hazardous decomposition products should not be produced.
<b>Hazardous polymerization</b>	: Under normal conditions of storage and use, hazardous polymerization will not occur.

## Section 11. Toxicological information

### Information on toxicological effects

#### Acute toxicity

Not available.

#### Irritation/Corrosion

Not available.

#### Sensitization

Not available.

#### Mutagenicity

Not available.

#### Carcinogenicity

Not available.

#### Reproductive toxicity

Not available.

#### Teratogenicity

Not available.

## Section 11. Toxicological information

### Specific target organ toxicity (single exposure)

Not available.

### Specific target organ toxicity (repeated exposure)

Not available.

### Aspiration hazard

Not available.

**Information on the likely routes of exposure** : Not available.

### Potential acute health effects

**Eye contact** : Extremely cold material.  
**Inhalation** : No known significant effects or critical hazards.  
**Skin contact** : Extremely cold material.  
**Ingestion** : As this product is a gas, refer to the inhalation section.

### Symptoms related to the physical, chemical and toxicological characteristics

**Eye contact** : No specific data.  
**Inhalation** : No specific data.  
**Skin contact** : No specific data.  
**Ingestion** : No specific data.

### Delayed and immediate effects and also chronic effects from short and long term exposure

#### Short term exposure

**Potential immediate effects** : Not available.  
**Potential delayed effects** : Not available.

#### Long term exposure

**Potential immediate effects** : Not available.  
**Potential delayed effects** : Not available.

### Potential chronic health effects

Not available.

**General** : No known significant effects or critical hazards.  
**Carcinogenicity** : No known significant effects or critical hazards.  
**Mutagenicity** : No known significant effects or critical hazards.  
**Teratogenicity** : No known significant effects or critical hazards.  
**Developmental effects** : No known significant effects or critical hazards.  
**Fertility effects** : No known significant effects or critical hazards.

### Numerical measures of toxicity

#### Acute toxicity estimates

Not available.



## Section 12. Ecological information

### Toxicity

Not available.

### Persistence and degradability

Not available.

### Bioaccumulative potential

Product/ingredient name	LogP <sub>ow</sub>	BCF	Potential
Carbon Dioxide	0.83	-	low

### Mobility in soil






Soil/water partition coefficient (K<sub>oc</sub>) : Not available.

Other adverse effects : No known significant effects or critical hazards.

## Section 13. Disposal considerations

**Disposal methods** : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Empty Airgas-owned pressure vessels should be returned to Airgas. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Empty containers or liners may retain some product residues. Do not puncture or incinerate container.

## Section 14. Transport information

	DOT	TDG	Mexico	IMDG	IATA
<b>UN number</b>	UN2187	UN2187	UN2187	UN2187	UN2187
<b>UN proper shipping name</b>	Carbon Dioxide, Refrigerated Liquid	Carbon Dioxide, Refrigerated Liquid	Carbon Dioxide, Refrigerated Liquid	Carbon Dioxide, Refrigerated Liquid	Carbon Dioxide, Refrigerated Liquid
<b>Transport hazard class(es)</b>	2.2 	2.2 	2.2 	2.2 	2.2 
<b>Packing group</b>	-	-	-	-	-
<b>Environment</b>	No.	No.	No.	No.	No.
<b>Additional information</b>	<u>Limited quantity</u> Yes.  <u>Packaging instruction</u> Passenger aircraft Quantity limitation: 75 kg  Cargo aircraft	<u>Explosive Limit and Limited Quantity Index</u> 0.125  <u>Passenger Carrying Road or Rail Index</u> 75	-	-	<u>Passenger and Cargo Aircraft</u> Quantity limitation: 75 kg <u>Cargo Aircraft Only</u> Quantity limitation: 150 kg

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: 1/19/2015.

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: 10/22/2014.

Version : 0.06

8/12

## Section 14. Transport information

	Quantity limitation: 150 kg				
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“Refer to CFR 49 (or authority having jurisdiction) to determine the information required for shipment of the product.”

**Special precautions for user** : **Transport within user’s premises:** always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

**Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code** : Not available.

## Section 15. Regulatory information

**U.S. Federal regulations** : **TSCA 8(a) CDR Exempt/Partial exemption:** This material is listed or exempted.  
**United States inventory (TSCA 8b):** This material is listed or exempted.

**Clean Air Act Section 112 (b) Hazardous Air Pollutants (HAPs)** : Not listed

**Clean Air Act Section 602 Class I Substances** : Not listed

**Clean Air Act Section 602 Class II Substances** : Not listed

**DEA List I Chemicals (Precursor Chemicals)** : Not listed

**DEA List II Chemicals (Essential Chemicals)** : Not listed

### SARA 302/304

#### Composition/information on ingredients

No products were found.

**SARA 304 RQ** : Not applicable.

### SARA 311/312

**Classification** : Sudden release of pressure

#### Composition/information on ingredients

Name	%	Fire hazard	Sudden release of pressure	Reactive	Immediate (acute) health hazard	Delayed (chronic) health hazard
Carbon Dioxide	100	No.	Yes.	No.	Yes	No.

### State regulations

**Massachusetts** : This material is listed.

**New York** : This material is not listed.

**New Jersey** : This material is listed.

**Pennsylvania** : This material is listed.

**Canada inventory** : This material is listed or exempted.

## Section 15. Regulatory information

### International regulations

- International lists** :
- Australia inventory (AICS):** This material is listed or exempted.
  - China inventory (IECSC):** This material is listed or exempted.
  - Japan inventory:** This material is listed or exempted.
  - Korea inventory:** This material is listed or exempted.
  - Malaysia Inventory (EHS Register):** Not determined.
  - New Zealand Inventory of Chemicals (NZIoC):** This material is listed or exempted.
  - Philippines inventory (PICCS):** This material is listed or exempted.
  - Taiwan inventory (CSNN):** Not determined.
- Chemical Weapons Convention List Schedule I Chemicals** : Not listed
- Chemical Weapons Convention List Schedule II Chemicals** : Not listed
- Chemical Weapons Convention List Schedule III Chemicals** : Not listed

### Canada

- WHMIS (Canada)** : Class A: Compressed gas.
- CEPA Toxic substances:** This material is listed.
  - Canadian ARET:** This material is not listed.
  - Canadian NPRI:** This material is not listed.
  - Alberta Designated Substances:** This material is not listed.
  - Ontario Designated Substances:** This material is not listed.
  - Quebec Designated Substances:** This material is not listed.

## Section 16. Other information

**Canada Label requirements** : Class A: Compressed gas.

### Hazardous Material Information System (U.S.A.)

Health	3
Flammability	0
Physical hazards	2

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings are not required on SDSs under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered mark of the National Paint & Coatings Association (NPCA). HMIS® materials may be purchased exclusively from J. J. Keller (800) 327-6868.

The customer is responsible for determining the PPE code for this material.

### National Fire Protection Association (U.S.A.)



## Section 16. Other information

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Copyright ©2001, National Fire Protection Association, Quincy, MA 02269. This warning system is intended to be interpreted and applied only by properly trained individuals to identify fire, health and reactivity hazards of chemicals. The user is referred to certain limited number of chemicals with recommended classifications in NFPA 49 and NFPA 325, which would be used as a guideline only. Whether the chemicals are classified by NFPA or not, anyone using the 704 systems to classify chemicals does so at their own risk.

### History

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### Key to abbreviations

: ATE = Acute Toxicity Estimate  
 BCF = Bioconcentration Factor  
 GHS = Globally Harmonized System of Classification and Labelling of Chemicals  
 IATA = International Air Transport Association  
 IBC = Intermediate Bulk Container  
 IMDG = International Maritime Dangerous Goods  
 LogPow = logarithm of the octanol/water partition coefficient  
 MARPOL 73/78 = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)  
 UN = United Nations  
 ACGIH – American Conference of Governmental Industrial Hygienists  
 AIHA – American Industrial Hygiene Association  
 CAS – Chemical Abstract Services  
 CEPA – Canadian Environmental Protection Act  
 CERCLA – Comprehensive Environmental Response, Compensation, and Liability Act (EPA)  
 CFR – United States Code of Federal Regulations  
 CPR – Controlled Products Regulations  
 DSL – Domestic Substances List  
 GWP – Global Warming Potential  
 IARC – International Agency for Research on Cancer  
 ICAO – International Civil Aviation Organisation  
 Inh – Inhalation  
 LC – Lethal concentration  
 LD – Lethal dosage  
 NDSL – Non-Domestic Substances List  
 NIOSH – National Institute for Occupational Safety and Health  
 TDG – Canadian Transportation of Dangerous Goods Act and Regulations  
 TLV – Threshold Limit Value  
 TSCA – Toxic Substances Control Act  
 WEEL – Workplace Environmental Exposure Level  
 WHMIS – Canadian Workplace Hazardous Material Information System

**References** : Not available.

▣ Indicates information that has changed from previously issued version.

### Notice to reader

## Section 16. Other information

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein.

Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.

**Airgas**

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